AGENDA



Garden Grove City Council

Tuesday, November 10, 2020

6:30 PM

Community Meeting Center 11300 Stanford Avenue Garden Grove California 92840 Mayor

John R. O'Neill

Mayor Pro Tem - District 2

George S. Brietigam

Council Member - District 1

Diedre Thu-Ha Nguyen

Council Member - District 3

Patrick Phat Bui

Council Member - District 4

Stephanie Klopfenstein

Council Member - District 5

Kim B. Nguyen

Council Member - District 6

COVID-19 Information: Masks are required to be worn and adherence to six foot distancing from others when attending public meetings.

<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.

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

<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>: When any group of persons wishes to address the City Council on the same subject matter, the Mayor may request a spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the City Council's discretion, a limit on the total amount of time for public comments during Oral Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

ROLL CALL: COUNCIL MEMBER BRIETIGAM, COUNCIL MEMBER D. NGUYEN, COUNCIL MEMBER BUI, COUNCIL MEMBER KLOPFENSTEIN, COUNCIL MEMBER K. NGUYEN, MAYOR PRO TEM O'NEILL, MAYOR JONES

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

1. <u>ORAL COMMUNICATIONS</u> (to be held simultaneously with other <u>legislative bodies</u>)

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

CONSENT ITEMS

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

- Adoption of a Proclamation honoring October 2020 as Domestic Violence Awareness Month as requested by the City Council. (Action Item)
- 2.b. Adoption of a Proclamation declaring the week of November 8th through 14th, 2020, as Nurse Practitioner Week in Garden Grove. (*Action Item*)
- 2.c. Adoption of a Resolution of Commendation for Mayor Miguel Pulido for his service on the Orange County Transportation Authority Board. (*Action Item*)
- 2.d. Adoption of a Resolution approving the Second Amendment to the Public Financing Authority Joint Powers Agreement. (*Action Item*)
- 2.e. Review of automatic pass-through water cost increases adopted by Ordinance No. 2890. (*Action Item*)
- 2.f. Approval to extend the Lease Agreement with the Credit Union of Southern California for property located at 11390 Stanford

- Avenue, Garden Grove. (Action Item)
- 2.g. Appropriation of Fiscal Year 2019-20 Public Safety Realignment and Post-Release Community Supervision funds. (*Action Item*)
- 2.h. Adoption of a Resolution approving a grant application for the Proposition 68 Statewide Park Development and Community Revitalization Grant Program. (*Action Item*)
- 2.i. Authorize the issuance of a purchase order to National Auto Fleet Group for four (4) new utility body trucks. (Cost: \$229,370.27) (Action Item)
- 2.j. Award a contract to TSG Enterprises, Inc., dba The Solis Group, for Community Workforce Agreement (CWA) administration services. (Cost: \$150,000) (*Action Item*)
- 2.k. Approval of an agreement with Stommel Inc., dba Lehr Auto, for emergency patrol vehicle equipment changeovers and installations. (Cost: \$175,000 per year) (*Action Item*)
- 2.I. Receive and file minutes from the meeting held on October 13, 2020. (*Action Item*)
- 2.m. Receive and file warrants. (Action Item)
- 2.n. Approval to waive full reading of ordinances listed. (*Action Item*)

3. PUBLIC HEARINGS

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

3.a. Adoption of a Resolution denying the appeal and upholding the Planning Commission's decision to approve Conditional Use Permit No. CUP-339-11 (REV. 2020). (*Action Item*)

4. COMMISSION/COMMITTEE MATTERS

- 4.a. Receive and file Measure O Citizens' Oversight Committee's Annual Report for Fiscal Year 2019-20. (*Action Item*)
- 4.b. Acceptance of Kevin Hurley's resignation from the Traffic Commission. (*Action Item*)

5. ITEMS FOR CONSIDERATION

- 5.a. Authorize the issuance of a purchase order for fire hydrants with United Water Works. (Cost:\$318,265.36) (*Action Item*)
- 5.b. Approve Second Amendment and Authorization of an increase to the purchase order with Fidelity National Information Services, Inc. and extension of the contract for electronic payment services. (*Action Item*)

ORDINANCES PRESENTED FOR SECOND READING AND ADOPTION

6.a. Second reading of Ordinance No. 2918

Entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING AMENDMENT NO. A-029-2020 TO AMEND THE CITY'S OFFICIAL ZONING MAP TO CHANGE THE ZONING OF THE PROPERTY, LOCATED AT 8932 KATELLA AVENUE (ASSESSOR'S PARCEL NO. 132-041-21), FROM O-P (OFFICE PROFESSIONAL) TO C-1 (NEIGHBORHOOD COMMERCIAL). (Action Item)

- 7. MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER
 - 7.a. Discussion of a Resolution of Commendation for Orange County Hospitals and health care systems for their contributions during the COVID-19 pandemic, as requested by Council Member Kim Nguyen.

8. ADJOURNMENT

The next Regular City Council Meeting will be on Tuesday, November 24, 2020, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Happy Birthday to Mayor Pro Tem O'Neill

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Mayor and City Council From: Council Member Kim Nguyen

Dept.: Dept.:

Subject: Adoption of a Proclamation Date: 11/10/2020

honoring October 2020 as Domestic Violence Awareness Month as requested by the City

Council. (Action Item)

Attached is a Proclamation proclaiming October 2020 as Domestic Violence Awareness Month recommended by Council Kim Nguyen at the October 13, 2020, City Council meeting.

ATTACHMENTS:

 $\begin{array}{ccc} \textbf{Description} & \begin{array}{ccc} \textbf{Upload} & \\ \textbf{Date} & \end{array} & \textbf{Type} & & \textbf{File Name} \\ \end{array}$

PROCLAMATION

October 2020 as Domestic Violence Awareness Month

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security and humanity due to the systematic use of physical, emotional, sexual, psychological and economic control and/or abuse;

WHEREAS, domestic violence leaves an imprint of fear and hostility;

WHEREAS, the problems of domestic violence are not confined to any group or groups of people but cross all economic, racial, affectional preference, and social barriers, thereby affecting society as a whole;

WHEREAS, in the City of Garden Grove, adults and children are victims of violence each year;

WHEREAS, the City of Garden Grove is committed to restoring the right to freedom from fear in our own homes;

WHEREAS, City of Garden Grove City is committed to restoring the right to freedom from fear in our communities; and

WHEREAS, in our quest to impose sanctions on those who break the law by perpetrating violence, we must also meet the needs of victims of domestic violence and their children who often suffer grave financial, physical, and psychological losses.

NOW, THEREFORE, the Garden Grove City Council herby proclaims the month of October 2020 as "Domestic Violence Awareness Month" and urges all citizens, agencies, and businesses to work together as a team in our community through prevention, intervention and education programs to end domestic violence forever.

Agenda Item - 2.b.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy

Dept.: City Manager Dept.: City Clerk

Subject: Adoption of a Proclamation Date: 11/10/2020

declaring the week of

November 8th through 14th, 2020, as Nurse Practitioner Week in Garden Grove.

(Action Item)

Attached is a Proclamation declaring the week of November 8th through 14th, 2020, as Nurse Practitioners Week in Garden Grove, recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Proclamation	10/12/2020	Proclamation	11-10- 20_Nurse_Practitioner_Week.pdf

PROCLAMATION

"National Nurse Practitioner Week" November 8th – 14th, 2020

WHEREAS, nurse practitioners (NPs) serve as trusted frontline healthcare providers in California;

WHEREAS, in this year, 2020, we celebrate the International Year of the Nurse and the Midwife;

WHEREAS, NPs are working tirelessly to diagnose and treat patients with COVID-19 and to combat community spread nationwide, while grieving health provider colleagues who have lost their lives during the pandemic;

WHEREAS, NPs work to expand access to care in underserved communities, and to end health disparities;

WHEREAS, NPs provide high-quality primary, acute and specialty care services while focusing on health promotion, disease prevention, health education and counseling, guiding patients to make smarter health and lifestyle choices every day;

WHEREAS, there are 290,000 licensed NPs in the United States who have achieved advanced education and clinical training, building upon their initial registered nurse preparation;

WHEREAS, 22 states, the District of Columbia, Guam and the Northern Mariana Islands have implemented Full Practice Authority for NPs, granting patients full and direct access to outstanding care with better utilization through modernized state laws and improved policies to promote high quality, accessible, and cost effective health care; and

WHEREAS, leading governmental and policy entities including the National Academy of Medicine, National Council of State Boards of Nursing, National Governors Association and Federal Trade Commission have taken notice of the benefits of NP Full Practice Authority and have endorsed such a regulatory model.

NOW, THEREFORE, the Garden Grove City Council, does hereby declare in recognition of the countless contributions that nurse practitioners have made over the past half century and will continue to make to the health and well-being of citizens in our state, November 8^{th} through 14^{th} , 2020, as Nurse Practitioner Week.

November 10, 2020

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Maria Stipe

Dept.: City Manager Dept.: City Manager

Subject: Adoption of a Resolution of Date: 11/10/2020

Commendation for Mayor Miguel Pulido for his service

on the Orange County Transportation Authority Board. (*Action Item*)

Attached is a Resolution of Commendation recognizing Mayor Miguel Pulido's years of service as a Board Member on the Orange County Transportation Authority. The proposed Resolution of Commendation will be presented to him in recognition of his years of service and contributions in transportation at the November 23, 2020, Orange County Transportation Authority Board meeting.

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Resolution	10/15/2020	Resolution	11-10- 20_Resolution_of_Commendation_of_Miguel_Pulido.pdf

Resolution of Commendation

Miguel Pulido

- WHEREAS, Miguel Pulido has served twenty-seven distinguished years as a member of the Orange County Transportation Authority Board of Directors, and by serving on multiple committees and through his leadership, he has contributed significantly to long-term transportation planning for Orange County; and
- WHEREAS, Miguel Pulido was instrumental in advancing Measure M1 and M2 with the distribution of more than \$250 million in funds to local agencies in Orange County aimed at increasing mobility, as well as pioneering efforts to ensure public health and sustainability resulting in the addition of the clean bus fleet; and
- WHEREAS, Miguel Pulido contributed greatly to the reorganization of the Orange County bus system through "OC Bus 360°" helping to consolidate bus service thereby keeping the service financially viable; and
- WHEREAS, through Miguel Pulido's involvement, more than \$1 million in "OCGo" funds were allocated to make improvements to 35 of Orange County's busiest bus stops; and
- WHEREAS, Miguel Pulido's dedication to the expansion of the Interstate 405
 Corridor Cities, OC Bridges grade separation program, improvements
 to the SR-57 and SR-91 freeways, the College Pass Program, and bike
 and pedestrian planning for advancing the OC Loop clearly defined his
 commitment to keep Orange County moving; and
- WHEREAS, Miguel Pulido exercised forward thinking as a staunch supporter of the zero emission OC Streetcar that will run on a four mile route connecting downtown Santa Ana to Harbor Boulevard in Garden Grove; and
- WHEREAS, Miguel Pulido demonstrated regional leadership by proactively convening Orange County Mayors to spread public health messaging related to the COVID-19 pandemic while championing transit employees and passenger safety.

NOW THEREFORE, BE IT RESOLVED, that the Garden Grove City Council hereby wishes Miguel Pulido great success in all of his future endeavors, commends and congratulates him for his exceptional dedication and service for advancing transportation and leaving a legacy of mobility improvements throughout Orange County.

November 10, 2020

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Omar Sandoval

Dept.: City Manager Dept.: City Attorney

Subject: Adoption of a Resolution Date: 11/10/2020

approving the Second Amendment to the Public Financing Authority Joint Powers Agreement. (*Action*

Item)

OBJECTIVE

For the City Council to adopt the attached resolution amending the Public Financing Authority joint powers agreement to clarify the membership of the Board and remove the Successor Agency as a member.

BACKGROUND

The Garden Grove Public Financing Authority was established June 22, 1993 between the City of Garden Grove and the Garden Grove Agency for Community Development (former RDA). In 2006, the joint powers agreement was amended to add the Garden Grove Sanitary District. Initially, the agreement stipulated that the number of board members is equal the number of elected City Council Members, which at the time were five. The members of the City Council serve as the Board of Directors of the Authority. With the increased number of City Council Members due to the transition to district elections in 2016, the number of Board members was recently recognized by the PFA to be seven.

DISCUSSION

The attached Resolution approves a second amendment to the joint powers agreement to clarify that the Board of Directors of the Garden Grove Public Financing Authority is equal to the members of the City Council. Furthermore, because the Successor Agency is in the process of dissolving the former RDA, the amendment removes the Successor Agency as a member of the joint powers agreement.

FINANCIAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council:

• Adopt the attached Resolution approving the Second Amendment to the Public Financing Authority joint powers agreement.

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Resolution	11/3/2020	Resolution	$11\text{-}10\text{-}20_City_Resolution_Garden_Grove_PFA_Amendment_4843\text{-}2315\text{-}3616_1_Rev.pdf}$
Attachment A - Second Amendment	11/3/2020	Agreement	$Amendment_No._2_to_JPA_Agreement_Garden_Grove_Public_Financing_Authority_4843-4281-4416_1_Rev.docx$

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT OF THE GARDEN GROVE PUBLIC FINANCING AUTHORITY

WHEREAS, the City of Garden Grove, California (the "City"), a municipal corporation and general law city that is duly organized and existing under the Constitution and laws of the State of California (the "State"), is a member of the Garden Grove Public Financing Authority (the "Authority"), a joint exercise of powers authority that is duly organized and established under a Joint Exercise of Powers Agreement, dated June 22, 1993, by and between the City and the Successor Agency to the Garden Grove Agency for Community Development (the "Agency"), as amended by Amendment No. 1 to Joint Exercise of Powers Agreement, dated March 28, 2006, by and among the City, the Garden Grove Sanitary District (the "District") and the Agency (collectively, the "JPA Agreement"); and

WHEREAS, the City, the Agency and the District desire to amend the JPA Agreement: (i) to clarify an ambiguity with respect to the membership of the Board of Directors of the Authority; (ii) to remove the Agency as a member of the Authority; and (iii) to make certain additional and conforming edits;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, as follows:

Section 1. Amendment No. 2 to the JPA Agreement in the form attached hereto as Exhibit A is hereby approved. The Mayor, the Mayor Pro Tempore, the City Manager, the Assistant City Manager and the Director of Finance of the City (each, an "Authorized Officer") or the designee thereof is hereby authorized and directed to execute and deliver Amendment No. 2 to the JPA Agreement with such changes, insertions and omissions as may be recommended by the City Attorney or the law firm of Stradling Yocca Carlson & Rauth, a Professional Corporation ("Bond Counsel"), and approved by the officer executing the same, said execution being conclusive evidence of such approval.

Section 2. The Authorized Officers or any other proper officer of the City, acting singly, be and each of them hereby is authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by Amendment No. 2 to the JPA Agreement and this Resolution. In the event that the Mayor of the City Council is unavailable to sign any of the agreements described herein, any other member of the City Council may sign such agreement.

Section 3. Unless otherwise defined herein, all terms used herein and not otherwise defined shall have the meanings given such terms in the JPA Agreement unless the context otherwise clearly requires.

Garden Grove City Council Resolution No. Page 2

Section 4. This Resolution shall take effect from and after its date of adoption.

EXHIBIT A

AMENDMENT NO. 2 TO JOINT EXERCISE OF POWERS AGREEMENT GARDEN GROVE PUBLIC FINANCING AUTHORITY

among

CITY OF GARDEN GROVE

and

SUCCESSOR AGENCY TO GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT

and

GARDEN GROVE SANITARY DISTRICT

Dated as of November 1, 2020

AMENDMENT NO. 2 TO JOINT EXERCISE OF POWERS AGREEMENT GARDEN GROVE PUBLIC FINANCING AUTHORITY

This AMENDMENT NO. 2 TO JOINT EXERCISE OF POWERS AGREEMENT, dated as of November 1, 2020 (this "Amendment"), is entered into by and among the CITY OF GARDEN GROVE, a municipal corporation that is duly organized and existing under and by virtue of the laws and the Constitution of the State of California (the "City"), the SUCCESSOR AGENCY TO THE GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT, a public body, corporate and politic and successor-in-interest to the Garden Grove Agency for Community Development (the "Agency"), and the GARDEN GROVE SANITARY DISTRICT, a special district that is duly organized and existing under the laws of the State of California (the "District").

RECITALS

- A. The Garden Grove Public Financing Authority (the "**Authority**") is a public entity that is duly organized and existing under a Joint Exercise of Powers Agreement, dated June 22, 1993, by and between the City and the Agency, as amended by Amendment No. 1 to Joint Exercise of Powers Agreement, dated March 28, 2006, by and among the City, the Agency and the District (collectively, the "**JPA Agreement**").
- B. Section 8.05 of the JPA Agreement provides that the JPA Agreement may be amended for any purpose by supplemental agreement executed by the parties to the JPA Agreement.
- C. The City, the Agency and the District desire to amend the JPA Agreement: (i) to clarify an ambiguity with respect to the membership of the Board of Directors of the Authority; (ii) to remove the Agency as a member of the Authority; and (iii) to make certain additional and conforming edits.

AGREEMENT

- **SECTION 1.** This Amendment hereby incorporates by reference all terms and conditions of the JPA Agreement unless specifically modified by this Amendment. All terms and conditions of the JPA Agreement which are not specifically modified by this Amendment shall remain in full force and effect.
- **SECTION 2.** Capitalized terms that are used in this Amendment and not otherwise defined have the meanings that are set forth in the JPA Agreement.
- **SECTION 3.** The definition of "Directors" in Section 1.01 of the JPA Agreement is hereby amended to read as follows:
 - "Directors" means the members of the Board of Directors of the Authority.
- **SECTION 4.** The first sentence of Section 2.03 of the JPA Agreement is hereby deleted in full.
- **SECTION 5.** The definition of "Members" in Section 1.01 of the JPA Agreement, as amended by Section 2 of Amendment No. 1 thereto, is hereby further amended and restated to read as follows:

"Members" means the City and the Garden Grove Sanitary District (the

SECTION 6. Section 8.01 of the JPA Agreement is hereby amended and restated as follows:

"Notices hereunder shall be in writing and shall be sufficient if delivered to:

City of Garden Grove 11222 Acacia Parkway Garden Grove, California 92840 Attention: City Manager

Garden Grove Sanitary District 11222 Acacia Parkway Garden Grove, California 92840 Attention: General Manager."

SECTION 7. The following Section 8.09 is hereby added to the JPA Agreement:

Section 8.09. **Conflict of Interest Code.** The Authority hereby adopts the conflict of interest code of the City, as it may be amended from time to time, as the conflict of interest code of the Authority.

SECTION 8. THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

SECTION 9. This Amendment shall become effective as of the date set forth in the first paragraph hereof, or as soon thereafter as it is fully executed.

SECTION 10. This Amendment may be executed in several counterparts, each of which shall be deemed as an original, all of which shall constitute but one of the same instrument.

[SIGNATURE PAGE FOLLOWS]

[&]quot;District"), a subsidiary district of the City of Garden Grove.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their officers thereunto duly authorized as of the day and year first written above.

CITY OF GARDEN GROVE

	By:
	Mayor
ATTEST:	
City Clerk	
	SUCCESSOR AGENCY TO GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT
	By:Chair
ATTEST:	
MILLOI.	
Secretary	
	GARDEN GROVE SANITARY DISTRICT
	By: President
ATTEST:	
Secretary	

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Patricia Song

Dept.: City Manager Dept.: Finance

Subject: Review of automatic pass- Date: 11/10/2020

through water cost increases adopted by Ordinance No.

2890. (Action Item)

OBJECTIVE

To request that the City Council review the automatic pass-through adjustment calculation for increased wholesale water charges, effective January 1, 2021, imposed by the Metropolitan Water District of Southern California (MET), the Municipal Water District of Orange County (MWDOC), and Orange County Water District (OCWD).

BACKGROUND

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

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

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

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

DISCUSSION

MET, MWDOC and OCWD have adopted their rate and fee adjustments for FY 2020-21. As a result, and in accordance with Ordinance 2890, the City will pass the increase in water commodity delivery charge to its water customers.

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

Water Commodity Adjustment Calculation Fiscal Year 2020-21 For Rates Effective January 1, 2021

	FY2019-20	FY2020-21
Total Acre-feet (AF) of Groundwater	17,710	17,250
Total Acre-feet (AF) of Imported Water	5,290	5,750
Total Water Supply (AF)	23,000	23,000 ²
Groundwater Costs ³	\$ 8,624,770	\$ 8,400,750
Imported Water Costs	6,516,818	7,012,698
Total Costs	\$ 15,141,588	\$ 15,413,448
Cost per Acre-feet (\$/AF)	\$ 658.33 (A)	\$ 679.93 (B)
Increase from Previous Year per AF		\$ 21.60 (C) = (B) - (A)
Increase from Previous Year per (CCF) 4		\$ 0.05 (C)/435.6

¹ Data included in calculation is obtained from 2020 Revenue Requirement Update prepared by FG Solutions.

Based on the above calculation, the Commodity Delivery Charge will increase by \$0.05 per billing unit, or 100 cubic feet, in Fiscal Year 2020-21. The adjustment reflects the actual cost increase of wholesale water the City has to incur to continue to provide water to its residents. The City is authorized to automatically adjust the Commodity Delivery Charge component based upon actual increases incurred by the City for acquiring groundwater and imported water.

Below is a comparison of the current and proposed new rate for both Tier 1 and Tier 2 residential customers:

	Current Rate (per HCF)		Jan.	fective 1, 2021 er HCF)	Increase (per HCF)	
Tier 1	\$	3.09	\$	3.14	\$	0.05
Tier 2	\$	4.32	\$	4.37	\$	0.05

FY2020-21 water supply estimate of 23,000 AF is consistent with value used in the 2018 water rate study.

³ Gorundwater costs include recharge assessment and basin equity assessment.

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

Under this adjustment, the average residential customer's water bill will increase by approximately \$0.75 per month (assuming a $5/8 \times 3/4$ -inch meter and 15 HCF of water use), or \$1.50 on each bi-monthly bill. The new rate will take effect on January 1, 2021.

Notice of Change in Water Commodity Delivery Charges will be mailed to all City water customers on November 12, 2020.

FINANCIAL IMPACT

The proposed water commodity rate increase has no impact to the General Fund. The rate change is a pass-through adjustment to offset increase from wholesale suppliers from which the City acquires its water supply. When calculating the pass-through cost increase, the amount of imported water has been kept at the previous level, despite the increase due to two wells currently being shut down to comply with the State's regulation on Perfluorooctanoic acid (PFOA) and Perfluorooctanesulfonic acid (PFOS) notification level.

The proposed rate increase will allow for the Water Enterprise Fund to continue meeting its financial obligations and carry out its capital improvement and replacement programs.

RECOMMENDATION

It is recommended that the City Council:

• Review the Water Commodity Adjustment Calculation regarding the automatic passthrough adjustment to the Commodity Delivery Charges effective January 1, 2021.

_		_						
•	TT	•	~	_		_		ΓS:
4		4		_	v	_	w	-

Description	Upload Date	Туре	File Name
Table A-5 of the 2020 Revenue Requirement Update prepared by FG Solutions	10/27/2020	Backup Material	Table_A-5_Garden_Grove_09182020.pdf
Notice of Change in Water Commodity Delivery Charges	10/27/2020	Backup Material	Notice_of_Water_Commodity_Adjustment_2021.docx
Ordinance No. 2890	10/27/2020	Ordinance	2890_Water_Rate_Adjustment_(5YR).pdf

Table A-5
City of Garden Grove - Water Division
2020 Revenue Requirement Update
Calculation of Pass Through Charge

Line						Estin	nate		
No	ACCT	DESCRIPTION	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
1		Total AF/Year Imported (Refer to Table A-7 for water demand assumptions)	3,455	10,952	5,750	5,290	5,290	4,140	4,140
2		Total AF/Year Groundwater	18,887	11,027	17,250	17,710	17,710	18,860	18,860
3									
4		Water Pass-Through Calculation, Merged MWD and Groundwater							
5		MWD and Groundwater Costs	\$13,086,038	\$17,990,182	\$15,638,332	\$16,014,300	\$16,770,266	\$16,777,980	\$17,511,578
6		\$/AF	\$585.74	\$818.54	\$679.93	\$696.27	\$729.14	\$729.48	\$761.37
7		Change from FY 18/19							
8		\$/AF			\$94.2	\$110.5	\$143.4	\$143.7	\$175.6
9		\$/ccf			\$0.22	\$0.25	\$0.33	\$0.33	\$0.40
10									
11									
12		Pass Through Charge:							
13		Base the FY 20/21 charge on the difference between actual FY 18/19 costs and		\$0.17	\$0.22	\$0.25	\$0.33	\$0.33	\$0.40
14		estimated FY 20/21 costs.							
15		The FY 19/20 pass through charge is what was adopted by the City in 2019.							
16		The FY 20/21 pass through charge is what is proposed to be adopted in 2020.							

Table A-7 City of Garden Grove - Water Division 2020 Revenue Requirement Update Imported Water Costs at FY 18/19 Unit Costs

Line		Actual Projected Except Where Noted							
No	Description (1)	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	Notes
1	Water Supply	•							
2	Supply Allocation, AF	22,341	21,979	23,000	23,000	23,000	23,000	23,000	2
3	Percent % Groundwater	84.5%	50.2%	75%	77%	77%	82%	82%	3
4	Percent % Purchased	15.5%	49.8%	25%	23%	23%	18%	18%	3
5	AF Groundwater	18,887	11,027	17,250	17,710	17,710	18,860	18,860	4
6	AF Purchased, AF								
7	MWD Imported	3,455	10,952	5,750	5,290	5,290	4,140	4,140	4
12									
13	Water Supply Unit Costs								
14	MWD Imported Water Charge, \$/AF	\$1,050.00	\$1,078.00	\$1,078.00	\$1,078.00	\$1,078.00	\$1,078.00	\$1,078.00	5
19	RA: Pumped Water, \$/AF	\$462.00	\$487.00	\$487.00	\$487.00	\$487.00	\$487.00	\$487.00	6
20	Water Pumping Costs, \$/AF	\$45.52	\$45.52	\$45.52	\$45.52	\$45.52	\$45.52	\$45.52	7
21	Basin Equity Assessment	\$747,696							8
22	MWD Imported Water Costs								
23	MWD Imported Water Charge, \$	\$3,627,225	\$11,805,933	\$6,198,500	\$5,702,620	\$5,702,620	\$4,462,920	\$4,462,920	9
26									
27	MWD Readiness to Serve Charge	\$260,477	\$278,040	\$278,040	\$278,040	\$278,040	\$278,040	\$278,040	10
28	MWD Capacity Charge	\$91,025	\$118,848	\$118,848	\$118,848	\$118,848	\$118,848	\$118,848	11
29	MWD Connection Charge	\$411,992	\$417,310	\$417,310	\$417,310	\$417,310	\$417,310	\$417,310	12
30	# of Connections	33,632	33,654	33,654	33,654	33,654	33,654	33,654	13
31	\$/Connection	\$12.25	\$12.40	\$12.40	\$12.40	\$12.40	\$12.40	\$12.40	14
32	Subtotal, MWD Imported Water Costs	\$4,390,719	\$12,620,130	\$7,012,698	\$6,516,818	\$6,516,818	\$5,277,118	\$5,277,118	
33									
34	RA Pumped Water Annual Cost	\$8,695,319	\$5,370,052	\$8,400,750	\$8,624,770	\$8,624,770	\$9,184,820	\$9,184,820	
35	Water Pumping Costs, Annual	859,718	501,940	785,220	806,159	806,159	858,507	858,507	
36	Total Imported Water and Pumping Costs	\$13,945,756	\$18,492,122	\$16,198,668	\$15,947,747	\$15,947,747	\$15,320,445	\$15,320,445	

Notes

- Source: Unless noted otherwise data in Tables A-7 and A-8 are from the City of Garden Grove, 5/12/2020 (1) Projections at FY 18/19 Unit Costs are the basis for Tables A-7 and A-8 because FY 18/19 is the base year for the pass thru charge (base year means pass thru charge is \$0).
- City staff provided direction to project water supply at 23,000 AF per year. This value is reasonable, based on metered consumption data from 4/19 thru 3/20, provided non-revenue water is 8%. FY 18/19 and FY 19/20 values are actuals, provided by City staff.
- (3) FY 18/19 values are calculated based on actual source data provided by OCWD, see Note 4. FY 19/20 per City, 8/27/20. FY 20/21 City staff 9/15/2020 for the purposes of this pass through calculation. Other values per City, June 2020.
- (4) FY 18/19 Source: Basin Equity Assessment Report, prepared by OCWD, provided by City staff 11/4/19 email. FY 19/20 per City staff, 8/27/2020.
- MWD Imported Water Charge is \$1050/AF for CY 2019, per City Staff email 3/4/19. The CY 2020 value was obtained from City staff in 2019 and used in the calculation.

- The charge shown in each FY is that applicable for the last six months of the FY. FY 19/20 confirmed by City staff 8/27/2020.
- (6) The Recharge Assessment (RA) for pumped water is \$462/AF for FY 18/19 (City Staff email 3/4/19) and \$487/AF for FY 19/20 (City staff email 10/18/19, confirmed 8/27/2020).
- (7) Water pumping costs are for the City's electricity and gas costs associated with ground water production. FY 18/19 calculation per City Staff, 4/2/19.
- The Basin Equity Assessment for FY 18/19 is \$747,696. This is a one-time charge, not expected to recur. It is assessed by OCWD, for water production above the allocated Basin Production Percentage. Per City staff phone call and email, 11/5/19.
- Equals MWD's Imported Water Charge (\$/Acre Foot) times the number of imported acre-feet per year from MWD.
- (10) MWD Readiness to Serve Charge for FY 18/19 is \$260,477 per City Staff email 3/4/19; FY 19/20 source: 10/18/19 email from City staff, confirmed 8/27/2020.
- (11) FY 18/19 MWD Capacity Charge is \$91,025 per City Staff email 11/4/19. FY 19/20 from 10/18/19 email from City staff, confirmed 8/27/2020.
- (12) Equals the number of connections times the MWD charge in units of \$/connection
- (13) FY 18/19 from City staff, 10/18/19. FY 19/20 per City staff, 8/27/2020. Slightly different from the number of connections shown in Table A2, likely due to in which month the connection count was made. FY 19/20 value in this table used by City in payments to MWD.
- (14) FY 18/19 MWD Connection Charge per City staff email, \$12.25 per connection, 11/4/19. FY 19/20 projection obtained from City Staff (tab monthly cons FY1718 and updated). For FY 18/19 only, the RA pumped water annual cost = 77% * Ground Water Production + Basin Equity Assessment.

Table A-8
City of Garden Grove - Water Division
2020 Revenue Requirement Update
Imported Water Costs at Projected Future Unit Costs

Line									
No	Description (1)	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	Notes
1	Water Supply								
2	Supply Allocation, AF	22,341	21,979	23,000	23,000	23,000	23,000	23,000	
3	Percent % Groundwater	85%	50%	75%	77%	77%	82%	82%	
4	Percent % Purchased	15%	50%	25%	23%	23%	18%	18%	
5	AF Groundwater	18,887	11,027	17,250	17,710	17,710	18,860	18,860	
6	AF Purchased, AF								
1	MWD Imported	3,455	10,952	5,750	5,290	5,290	4,140	4,140	
2									
3	Water Supply Unit Costs								
4	MWD Imported Water Charge, \$/AF	\$1,050.00	\$1,078.00	\$1,104.00	\$1,143.00	\$1,196.00	\$1,253.00	\$1,296.00	2
5	RA: Pumped Water, \$/AF	\$462.00	\$487.00	\$487.00	\$511.35	\$536.92	\$563.76	\$591.95	3
6	Water Pumping Costs, \$/AF	\$45.52	\$46.89	\$48.29	\$49.74	\$51.23	\$52.77	\$54.35	4
7									
8	MWD Imported Water Costs								
9	Calculated MWD Imported Water Charge, \$	\$3,627,225	\$11,805,933	\$6,348,000	\$6,046,470	\$6,326,840	\$5,187,420	\$5,365,440	5
10	MWD Readiness to Serve Charge	\$260,477	\$278,040	\$300,868	\$308,390	\$316,099	\$324,002	\$332,102	6
11	MWD Capacity Charge	\$91,025	\$118,848	\$178,135	\$182,588	\$187,153	\$191,832	\$196,628	6
12	MWD Connection Charge	\$411,992	\$417,310	\$410,579	\$420,843	\$431,364	\$442,148	\$453,202	7
13	# of Connections		33,654	33,654	33,654	33,654	33,654	33,654	
14	\$/Connection		\$12.40	\$12.20	\$12.51	\$12.82	\$13.14	\$13.47	8
15	Subtotal, MWD Imported Water Costs	\$4,390,719	\$12,620,130	\$7,237,582	\$6,958,291	\$7,261,457	\$6,145,402	\$6,347,372	
16									

\$5,370,052

\$18,507,180

516,998

\$8,400,750

\$16,471,372

833,040

\$9,056,009

\$16,895,212

880,912

\$8,695,319

\$13,945,756

859,718

RA Pumped Water Annual Cost

Total Imported Water and Pumping Costs

Water Pumping Costs, Annual

17

18

19

\$9,508,809

\$17,677,605

907,339

\$10,632,577

\$17,773,225

995,245

\$11,164,206 1,025,102

\$18,536,680

Notes

- For FY 18/19 and FY 19/20 cost assumptions, refer to Table A-7.
 MWD costs are for the calendar year. The charges used in this table for FY 19/20 are the MWD charges for calendar year 2020.
- (2) MWD Imported Water Charge for FY 19/20 and beyond: MWD Final Updated 10 Year Forecast, page 197, embedded in FY 20/21 21/22 biennial budget. http://www.mwdh2o.com/PDF_Who_We_Are/Biennial%20Budget%20%E2%80%93%20Fiscal%20Years%202020-21%20and%202021-22.pdf
- (3) Recharge Assessment for FY 19/20 is \$487/AF (City staff email 10/18/19). FY 20/21 per City staff, 8/27/20. Subsequent years increase at 5%/year (City staff phone call, 3/28/19).
- (4) Water pumping costs estimated to increase at 3% per year, per City staff, 4/2/19.
- (5) Equals the MWD Imported Water Charge (\$/AF) times the imported water (in units of AF).
- (6) See Table A-7 for FY 19/20 assumption. FY 20/21 per City staff 8/27/20. In subsequent years, projected to increase at the rate of general inflation.
- (7) Equals the number of connections times the MWD charge in units of \$/connection.
- (8) FY 20/21 from City staff, 8/27/2020. In subsequent years, assumed to increase at the projected rate of general inflation.



CITY OF GARDEN GROVE

November 12, 2020

Subject: Notice of Change in Water Commodity Delivery Charges

Dear Water Customer:

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

In order to fully serve its customers, the City must purchase water on a wholesale basis from Metropolitan Water District of Southern California (MET), Municipal Water District of Orange County (MWDOC) and pay a replenishment assessment fee to Orange County Water District (OCWD). MET, MWDOC and OCWD have adopted their rate and fee adjustments for FY 2020-21.

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

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

Based on the calculations for the water commodity delivery charge adjustment, the charge will increase by \$0.05 per billing unit in FY 2020-21. This will result in the Tier 1 of the commodity delivery charge to increase from \$3.09 per one hundred cubic feet ("HCF") of water (748 gallons) used to \$3.14 per HCF and the Tier 2 of the commodity delivery charge to increase from \$4.32 per HCF used to \$4.37 per HCF. Under this adjustment, the average residential customer's water bill will increase by approximately \$0.75 per month (assuming a 5/8 x 3/4-inch meter and 15 HCF of water use), or \$1.50 on each bi-monthly bill. Your water bill will increase more or less, depending upon how much water you use. The new rates will take effect on January 1, 2021.

The City deeply appreciates your understanding and support. If you have any questions regarding this notice, please call the Water Billing Division at (714) 741-5078.

ORDINANCE NO. 2890

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

City Attorney's Summary

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

THE CITY COUNCIL FINDS AND DECLARES AS FOLLOWS:

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

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

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

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

Garden Grove City Council Ordinance No. 2890 Page 2

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

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

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

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

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

WHEREAS, pursuant to California Government Code section 66016 notice of the time and place of this hearing, including a general explanation of the matter to be considered and a statement that the data required by Government Code section Garden Grove City Council Ordinance No. 2890 Page 3

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

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

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

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

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

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

14.12.010 - RATES AND CHARGES

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

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

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

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

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

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

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

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

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

E. AUTOMATIC PASS THROUGH ADJUSTMENTS FOR PURCHASED WATER COSTS.

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

- amended from time to time, and/or other applicable law, not less than thirty (30) days before the effective date of the adjustment.
- 3. Unless readopted pursuant Government Code Section 53756, as it may be amended from time to time, and/or other applicable law, the authority to make automatic adjustments pursuant to this subsection (E) shall expire five (5) years from the effective date of the ordinance adopting or readopting this subsection (E).
- F. DETERMINATION OF WATER SUPPLY. The percent of water to be pumped and the percentage to be purchased shall be established by the Public Works Director prior to May 1st of each year, based on the basin production percentage assigned to the City of Garden Grove by the Orange County Water District.

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

14.12.030 - PRIVATE FIRE SERVICE

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

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

<u>Section 3</u>. Severability. If any section, subsection, subdivision, sentence, clause, phrase, word or portion of this ordinance is, for any reason, held to be invalid by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, subdivision, sentence, clause, phrase, word or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid.

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

Garden Grove City Council Ordinance No. 2890 Page 7

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

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

ATTEST:	/s/ STEVEN R. JONES		
	MAYOR		
/s/ TERESA POMEROY, CMC			
CITY CLERK			
STATE OF CALIFORNIA)			
COUNTY OF ORANGE) SS:			
CITY OF GARDEN GROVE)			

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

AYES: COUNCIL MEMBERS: (5) BEARD, NGUYEN T.,

KLOPFENSTEIN, NGUYEN K., JONES

NOES: COUNCIL MEMBERS: (2) O'NEILL, BUI

ABSENT: COUNCIL MEMBERS: (0) NONE

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

AYES: COUNCIL MEMBERS: (6) BEARD, NGUYEN T., BUI,

KLOPFENSTEIN, NGUYEN K., JONES

NOES: COUNCIL MEMBERS: (1) O'NEILL ABSENT: COUNCIL MEMBERS: (0) NONE

/s/ TERESA POMEROY, CMC
CITY CLERK

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

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

Dept.: City Manager Dept.: Community and Economic

Development 11/10/2020

Subject: Approval to extend the Lease Date:

Agreement with the Credit Union of Southern California for property located at 11390 Stanford Avenue, Garden Grove. (Action Item)

<u>OBJECTIVE</u>

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

BACKGROUND

Golden West Cities Federal Credit Union ("Golden West") as the predecessor to the Credit Union of Southern California has leased the office located at 11390 Stanford Avenue owned by the City of Garden Grove ("City"), since 1979. In 2002, the City and Golden West executed an amendment ("First Amendment") to the Lease, extending the term for an additional 15-years and for the renovation of the office building to comply with the American with Disabilities Act (ADA). In 2014, the Credit Union of Southern California ("CUSC") and Golden West merged and the Lease was assigned to CUSC. In September 2016, Staff and CUSC negotiated another Lease extension (Second Amendment) for an additional three (3) years, with two (2) one-year options held by CUSC. In 2019, the City and CUSC executed the Third Amendment, the first of two (2) one-year options, extending the Lease through December 1, 2020, and adjusting the rent by the Consumer Price Index ("CPI") to Five Thousand Three Hundred Ninety Dollars and 20/100 Cents (\$5,390.20) per month.

DISCUSSION

The attached Fourth Amendment extends the Lease for the second one-year option through December 1, 2021, and adjusts the rent by the CPI to Five Thousand Four Hundred Ninety Eight Dollars and 00/100 Cents (\$5,498.00) per month.

The CUSC has requested for a lease extension and the City has offered two (2)

additional one-year extension options. The first-year option would extend the lease through December 1, 2022, and the second-year option through December 1, 2023. Each optional year requires City Council approval, for each extension period, the monthly rental shall be adjusted by the CPI, not to exceed three percent (3%).

FINANCIAL IMPACT

Revenues generated from the Fourth Amendment in the amount of \$5,498.00 per month or \$65,976.00 for the said period will be deposited into the City's General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Fourth Amendment to the Lease Amendment with Credit Union of Southern California for continued occupancy of 11390 Stanford Avenue; and
- Authorize the City Manager to execute the Fourth Amendment and make minor modifications as needed on behalf of the City.

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Credit Union of	f		
Southern			
California	10/27/2020	Agreement	Credit_Union_of_Southern_California_Amendment_No4_2020.docx
Amendment			
No. 4			

FOURTH AMENDMENT TO LEASE AGREEMENT

This FOURTH AMENDMENT TO LEASE AGREEMENT (Fourth Amendment) is made and entered into this day of November _____, 2020, by and between the CITY OF GARDEN GROVE, a municipal corporation (City) and CREDIT UNION OF SOUTHERN CALIFORNIA, a California corporation (Tenant).

RECITALS

- A. Whereas, the City and Golden West Cities Federal Credit Union previously entered into that certain Lease Agreement, dated November 19, 1991, as amended by that certain First Amendment to Lease Agreement, dated December 1, 2001 and Second Amendment to Lease Agreement dated November 22, 2016 (collectively, the "Lease") pertaining to certain real property owned by the City located at 11390 Stanford Avenue, Garden Grove, CA, referred to herein as the "Premises."
- B. Whereas, Golden West Cities Federal Credit Union merged with Credit Union of Southern California and the Garden Grove City Council approved assignments of the Lease to Credit Union of Southern California.
- C. Whereas, effective April 1, 2014, Credit Union of Southern California assumed, all of Golden West Cities Federal Credit Union's rights, obligations, and liabilities as "Tenant" under the Lease.
- D. Whereas, the City and Tenant desire to amend the Lease to extend the term thereof subject to the terms set forth herein.

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

- 1. The monthly rental amount is hereby amended and changed to Five Thousand Four Hundred Ninety Eight Dollars and 00/100 Cents (\$5,498.00) per month.
- 2. The termination date of the Lease is hereby amended from December 1, 2020 and is extended for an additional year, terminating on December 1, 2021.
- 3. The Tenant shall have the option to extend the term of the Lease for an additional two years in one-year increments. The Tenant shall provide the City with 90-day advance written notice of its intent to exercise each one-year extension option prior to the expiration of the then current term. For each extension period, the monthly rental shall be adjusted by the CPI, not to exceed three percent (3%).
- 4. All other terms, covenants, and conditions set forth in the Lease shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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

	"CITY" CITY OF GARDEN GROVE,
	A municipal corporation
Date:	
	Scott C. Stiles Dated City Manager
	"TENANT" CREDIT UNION OF SOUTHERN CALIFORNIA a California Corporation
	Ву:
	Title:
	Dated:
	Tax I.D.:
	If TENANT, is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY
ATTEST:	
Torres Demorary	
Teresa Pomeroy City Clerk	
APPROVED AS TO FORM:	
Omar Sandoval Garden Grove City Attorney	

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Tom DaRé

Dept.: City Manager Dept.: Police

Subject: Appropriation of Fiscal Year Date: 10/27/2020

2019-20 Public Safety Realignment and Post-Release Community

Supervision funds. (Action

Item)

OBJECTIVE

To gain City Council approval to use funds allocated by the State for Public Safety Realignment and Post-Release Community Supervision, and to appropriate these funds for Fiscal Year 2020-21 budget.

BACKGROUND

Assembly Bill 109, titled "2011 Realignment Legislation Addressing Public Safety," became effective on July 1, 2011, and provided for the enactment of the "2011 Postrelease Community Supervision Act" (herein after referred to as "AB109"). AB109 requires that certain offenders be released into the community under the supervision of a designated county agency (Orange County Probation).

Prior to this legislation, these offenders would have either remained incarcerated in State prison or been released under the supervision of State Parole. AB109 shifted the burden of "supervision" from the State to local law enforcement agencies.

DISCUSSION

The City of Garden Grove (City) received an allocation of approximately \$144,909 in FY 2019-20 state AB109 funding for local law enforcement agencies. A portion of each year's allocation is released on a quarterly basis to the City, and the City is now in receipt of the entire allocated amount. This funding provides additional resources for local law enforcement services, and supplanting is prohibited by statute.

FINANCIAL IMPACT

Using AB109 funds to offset costs associated with additional AB109-related enforcement activities creates no burden on the City's General Fund.

RECOMMENDATION

It is recommended that the City Council:

• Approve appropriation of Fiscal Year 2019-20 Public Safety Realignment and Post-Release Community Supervision funds to the Police Department for Fiscal Year 2020-21 budget.

ATTACHMENTS:

Description	Upload Date	Туре	File Name
FY19-20 11.19.19 LLE Allocation	9/30/2020	Backup Material	1QBR_FY19- 20_11.19.2019_LLE_Allocation.pdf



FIRST QUARTER BUDGET REPORT

FY 2019 - 2020



stabilization to reallocate reserves set aside for the Registrar of Voters vote center project that will now be funded by the State.

Community Corrections Partnership (AB109)

County Local Revenue 2011 (Fund 100, Department 003, Budget Control 090)

During the FY 2019-20 Budget Process, the Board approved the initial funding allocations for the 2011 Public Safety Realignment (AB109) that included a 2% allocation of base funds estimated at \$1,807,548 for Local Law Enforcement. On January 24, 2019, the Community Corrections Partnership (CCP) unanimously approved the allocation and distribution of the 2% of base funding received to the Local Law Enforcement at the entity level. The basis of the following estimated allocations is current State estimates multiplied by approved allocation percentages:

Detail for Local Law Enforcement Allocation for FY 2019-20

City/Agency	2018 PCS Average	Allocation %	Estimated Allocation
OCSD Contract Cities	140	9.85%	\$ 177,958
Anaheim	273	19.20%	347,019
Brea	9	0.63%	11,440
Buena Park	39	2.74%	49,574
Costa Mesa	52	3.66%	66,099
Cypress	12	0.84%	15,254
Fountain Valley	12	0.84%	15,254
Fullerton	74	5.20%	94,064
Garden Grove	114	8.02%	144,909
Huntington Beach	81	5.70%	102,962
Irvine	17	1.20%	21,609
La Habra	25	1.76%	31,778
La Palma	3	0.21%	3,813
Laguna Beach	7	0.49%	8,898
Los Alamitos	2	0.14%	2,542
Newport Beach	9	0.63%	11,440
Orange	56	3.94%	71,183
Placentia	20	1.41%	25,423
Santa Ana	398	27.99%	505,910
Seal Beach	2	0.14%	2,542
Tustin	22	1.55%	27,965
Westminster	55	3.87%	69,912
Total	1,422	100.00%	\$ 1,807,548

Note: Totals may not foot due to rounding.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: John Montanchez

Dept.: City Manager Dept.: Community Services

Subject: Adoption of a Resolution Date: 11/10/2020

approving a grant application

for the Proposition 68

Statewide Park Development

and Community Revitalization Grant Program. (*Action Item*)

OBJECTIVE

For the City Council to adopt a Resolution approving the grant application for the Proposition 68 Statewide Park Development and Community Revitalization Grant Program.

BACKGROUND

In June 2018, California voters passed Proposition 68 which authorized \$4 billion in general obligation bonds for state and local parks, environmental protection and restoration projects, water infrastructure projects, and flood protection projects.

The Statewide Park Development and Community Revitalization Program (SPP) is part of Proposition 68 funding, and has a total amount of \$395,302,155 available for competitive grants. Grant applications are due on December 14, 2020. Cities can apply for a minimum amount of \$200,000, and a maximum amount of \$8.5 million. Additionally, this grant does not require any matching funds.

DISCUSSION

In August 2019, the Community Services Department submitted a grant application for the renovation of Woodbury Park. Although this project was not selected for the first round of competitive grant funds, staff has elected to submit once again a grant application for this project. Woodbury Park currently presents the best opportunity for this competitive grant program due to the park acreage per one thousand residents being under half an acre, and the lowest median household income compared to other city parks. The grant requires the applicant to provide this information as project selection criteria that will be used to rank applications.

The submittal for the same project site requires scheduling one community meeting for residents within a half mile radius of the project site. The meeting will provide information about this project and scope of work. The community meeting will be held on Saturday, November 14 at 11:00 a.m. at Woodbury Park, located at 13800 Rosita Place. Residents will also have the option to attend this meeting via a virtual Zoom meeting link.

Additionally, adoption of a Resolution authorizing the City Manager and Community Services Department to submit the grant application is required, and is attached for City Council consideration. Upon adoption of the Resolution, Community Services staff will provide updates on the grant application.

FINANCIAL IMPACT

Although available funds through the state begin at \$200,000, the total amount requested for the Woodbury Park Redesign application will be approximately \$6 million to \$7 million.

RECOMMENDATION

It is recommended that the City Council:

- Adopt a Resolution to approve filing a grant application for the Woodbury Park Redesign through the Statewide Park Development and Community Revitalization Program Grant Funds; and
- Authorize the City Manager and Community Services Director to execute the grant application.

By: Janet Pelayo, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Resolution	11/4/2020	Resolution	11-10- 20_2020_SSP_Resolution_v2.docx

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING
THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY
REVITALIZATION PROGRAM GRANT FUNDS FOR THE WOODBURY PARK COMMUNITY
REVITALIZATION AND EXPANSION PROJECT

WHEREAS, the City of Garden Grove is a municipal corporation of the State of California (City);

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application;

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project.

NOW, THEREFORE, BE IT RESOLVED BY THE GARDEN GROVE CITY COUNCIL:

- <u>Section 1.</u> Certifies that said Applicant has or will have available, prior to commencement of work on the project included in this application, the sufficient funds to complete the project.
- <u>Section 2.</u> Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project.
- <u>Section 3.</u> Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide.
- <u>Section 4.</u> Delegates the authority to the City Manager, Community Services Director, or their designee(s) to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope.
- <u>Section 5.</u> Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
- <u>Section 6.</u> Will consider promoting inclusion per Public Resources Code §80001(b)(8A-G).

Adopted this 10th of November 2020.

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: 11/10/2020

purchase order to National Auto Fleet Group for four (4) new utility body trucks. (Cost: \$229,370.27) (Action

Item)

OBJECTIVE

To secure City Council authorization to purchase four (4) 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 four (4) utility body trucks that currently meet the City's guidelines for replacement and were approved through the FY-20/21 budget process. These trucks are replacing vehicles from the Water Department, Parks Division, and Building Maintenance. Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase fleet vehicles and equipment.

DISCUSSION

Efforts to obtain a quote from a local Ford dealer were unsuccessful, as there are no Ford dealers within the city limits. 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 \$50,882.00*

Ford F-250 super cab (Water Department)

National Auto Fleet Group \$53,742.13*

Ford F-250 regular cab (Parks Division)

National Auto Fleet Group	\$62,798.83*
Ford F-450 regular cab (Water Department)	
The second secon	
National Auto Fleet Group	\$61,947.31*
•	40-70
Ford E-350 cut away (Building Maintenance)	

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

FINANCIAL IMPACT

There is no impact to the General Fund. The financial impact is \$229,370.27 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 \$229,370.27 to National Auto Fleet Group for the purchase of four (4) new Public Works Department utility body trucks.

By: Steve Sudduth, Equipment Maintenance Supervisor

ATTACHMENTS:			
Description	Upload Date	Туре	File Name
Pacific Truck Body Quote	10/8/2020	Backup Material	Est_7550_from_pacific_truck_equipment_5412.pdf
Wondries Fleet Group Quote	10/8/2020	Backup Material	GG_F250_F2A_Pacific_7550.docx
Ford F-250 Specs	10/8/2020	Backup Material	GG_F250.pdf
Pacific Truck Body Quote	10/30/2020	Backup Material	Pacific_Truck_Body_Quote_Ford_F450.pdf
Wondries Fleet Group Quote	10/30/2020	Backup Material	Wonderies_Fleet_Group_Quote.docx
Ford F-450 Specs	10/8/2020	Backup Material	GG_F450.pdf
Wondries Fleet Group Quote	10/8/2020	Backup Material	GG_E350_8260.docx
Pacific Truck Body Quote	10/8/2020	Backup Material	Est_8260_from_pacific_truck_equipment_14240.pdf
Ford E-350 Specs	10/8/2020	Backup Material	GG_8260_E350.pdf
Wondries Fleet Group Quote	10/8/2020	Backup Material	GG_F250_X2A_Pacific_8261.docx
Pacific Truck Body Quote	10/8/2020	Backup Material	8261_SC_f250.pdf

Ford F-250 Super cab Specs 10/8/2020 Backup Material

8261.pdf.pdf

QUOTATION

pacific truck equipment inc. 1655 e. washington blvd. whittier, ca 90606-2424

562/464-9674 fax 562/464-6067

										_
		DATE ENTERED	CUST. P.O.		TERMS	L	TAXA	ABLE		
		8/26/2020			Net 10		YES	NO	ESTIMATE #	7550
	TO: J	OHN OVIYACH @		DATE RE	EQUESTED	TRU	JCK DUE	DATE		
	WON	IDRIES FLEET GROU	IP	8/26	5/2020					
T0	FRO	M: JEFF KEARNS @ I	PACIFIC	BUYER'S	NAME		WRITT	EN BY		
то	TRU	•		JOHN			J.K.			
	EQU	UIPMENT		HOW SHIP						
							SPEC	IFICATIO	NS	
SHIP	CITY	CITY OF GARDEN GROVE UNIT #585		MAKE / MODEL / YEAR / COLOR / C.A DIM						
	I			FORD, F-250, 56" CA						
то				DUAL-SNGL / TIRE SIZE / 4-WHL DR. / PKTS / EXT. CAB						
				SRW CH	IASSIS.					

ITEM	QUAN	DESCRIPTION	UNIT PRICE	Sub Total
Α	1	PACIFIC MODEL #96401549 VF PAINTED WHITE AND INSTALLED	23,707.00	23,707.00
В	1	C.S. #1 COMPT. TO HAVE (5) EA 4" DEEP 250# CAP. ROLLOUT	0.00	0.00T
		DRAWERS STACKED FROM THE TOP DOWN		
C	1	C.S. #2 HORIZONTAL COMPT. TO HAVE (1) EA ADJ. SHELF	0.00	0.00T
D	1	C.S. #3 COMPT. TO HAVE (3) EA ADJ. SHELVES	0.00	0.00T
E	1	S.S. #1 COMPT. TO HAVE (5) EA 4" DEEP 250# CAP. ROLLOUT	0.00	0.00T
		DRAWERS STACKED FROM THE TOP DOWN		
F	1	S.S. #2 HORIZONTAL COMPT. TO HAVE (1) EA ADJ. SHELF	0.00	0.00T
G	1	S.S. #3 COMPT. TO HAVE (3) EA ADJ. SHELVES		0.00
н	1	FURNISH AND INSTALL (1) EA WHELEN MINI LIGHTBAR MODEL	0.00	0.00T
		#R2LPHPA INSTALLED ON CAB ROOF		
	1	FURNISH AND INSTALL 4 CORNER STROBE SYSTEM	0.00	0.00T
J	1	SPRAY LINER ENTIRE BED AREA	0.00	0.00T
K	1	(1) EA FRONT BUMPER MOUNTED CONE HOLDER	0.00	0.00T
L	1	(1) EA WATER CASK BRACKET ON S.S. REAR END PANEL	0.00	0.00T
M	1	(1) EA VISE BRACKET ON C.S. REAR END PANEL	0.00	0.00T
0	1	REAR STEP BUMPER	0.00	0.00T
N	1	FURNISH AND INSTALL (1) EA WANCO L.E.D. ARROWBOARD MODEL	0.00	0.00T
		#WFP180B6-LSAC 36" X 72" 180 DEGREE WITH POWER LIFT		
l _		SUSPENDED OVER TOP OF CABN		
P	I	L.E.D. LEGAL LIGHTS	0.00	0.00T
Q	1	10,000# RECEIVER HITCH WITH 6 PRONG TRAILER CONNECTOR	0.00	0.00T
R	1	INSTALL FACTORY SUPPLIED BACK UP CAMERA TO O.E.M. SYSTEM	0.00	0.00T
		*NO OTHER ITEMS INCLUDED		
		*HOW SHIP: PACIFIC		
		110W Shill: I Actific		
	<u> </u>			

Sub Total	\$23,707.00
Sales Tax	\$0.00
Total	\$23,707.00

National Auto Fleet Group

A division of Chevrolet of Watsonville 490 Auto Center Drive, Watsonville, CA 95076 855 BUY-NJPA 626-457-5590 855 289-6572 626-457-5593 Quote 7550

October 8, 2020

Mr. Steve Sudduth City Of Garden Grove 13802 New Hope St. Garden Grove, California 92843 Delivery Via Email

Dear Mr. Sudduth,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Garden Grove, new/unused 2021 Ford F250 regular cab and Chassis with Pacific Quote #7550 responding to your requirement with the attached specifications for:

2021 F250 C&C	25,703.00
Pacific quote# 7550	23,707.00
Sub Total	49,410.00
Sales Tax	4,323.38
Tire Tax	8.75
Total	53,742.13

These vehicles are available under the Sourcewell master contract# 120716 formally the NJPA master vehicle contract# 120716.

Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

John Oviyach

National Account Law Enforcement Manager

National Auto Fleet Group

Doe Rohigue











Selected Model and Options

MODEL

CODE MODEL

F2A 2021 Ford Super Duty F-250 SRW XL 2WD Reg Cab 8' Box

COLORS

CODE DESCRIPTION

Z1 Oxford White

ENGINE

CODE DESCRIPTION

996 Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel (STD)

TRANSMISSION

CODE DESCRIPTION

44S Transmission: TorqShift-G 6-Spd Auto w/SelectShift (STD)

OPTION PACKAGE

CODE DESCRIPTION

600A Order Code 600A

AXLE RATIO

CODE DESCRIPTION

X37 3.73 Axle Ratio (STD)

WHEELS

CODE DESCRIPTION

64A Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)

TIRES

CODE DESCRIPTION

TD8 Tires: LT245/75Rx17E BSW A/S (4) -inc: Spare may not be the same as road tire (STD)

PRIMARY PAINT

CODE DESCRIPTION

Z1 Oxford White

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11881, Data updated Sep 15, 2020 10:33:00 PM PDT

Page 52 of 312
Sep 16, 2020
Page 1



SEAT TYPE

CODE **DESCRIPTION**

Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder and driver's side manual AS

ADDITIONAL EQUIPMENT - PACKAGE

CODE **DESCRIPTION**

90L Power Equipment Group -inc: Deletes passenger-side lock cylinder, upgraded door trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, Power Locks, Trailer Tow Mirrors w/Power Heated Glass, manual folding, manually telescoping and heated convex spotter mirror, Remote Keyless Entry, Power Front Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock

ADDITIONAL EQUIPMENT - MECHANICAL

CODE **DESCRIPTION**

66D Pickup Box Delete -inc: Deletes tie-down hooks, tailgate, rearview camera, 7/4 pin connector and center highmounted stop lamp (CHMSL) (only on vehicles over 10,000 lbs, GVWR), Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer, In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements), Rear Bumper Delete, Spare Wheel, Tire, Carrier & Jack Delete *CREDIT*

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
153	Front License Plate Bracket -inc: Standard in states requiring 2 license plates and optional to all others
18B	Platform Running Boards

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
525	Steering Wheel-Mounted Cruise Control
66S	Upfitter Switches (6) -inc: Located in overhead console
872	Rear View Camera & Prep Kit -inc: Pre-installed content includes cab wiring, frame wiring to the rear most cross member and video display w/4" display, Upfitters kit includes camera w/mounting bracket, 14' jumper wire and camera mounting, aiming instructions and electrochromic mirror

Options Total

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11881, Data updated Sep 15, 2020 10:33:00 PM PDT

Page 53 of 312 Sep 16, 2020 Page 2



Standard Equipment

Mechanical	
	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel (STD)
	Transmission: TorqShift-G 6-Spd Auto w/SelectShift (STD)
	3.73 Axle Ratio (STD)
	50-State Emissions System
	Transmission w/Oil Cooler
	Rear-Wheel Drive
	72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection
	157 Amp Alternator
	Class V Towing Equipment -inc: Hitch and Trailer Sway Control
	Trailer Wiring Harness
	4260# Maximum Payload
	GVWR: 10,000 lb Payload Package
	HD Shock Absorbers
	Front Anti-Roll Bar
	Firm Suspension
	Hydraulic Power-Assist Steering
	34 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Front Suspension w/Coil Springs
	Leaf Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Exterior	
	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
	Tires: LT245/75Rx17E BSW A/S (4) -inc: Spare may not be the same as road tire (STD)
	Regular Box Style
	Steel Spare Wheel
	Spare Tire Stored Underbody w/Crankdown
	Clearcoat Paint
	Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
	Black Rear Step Bumper
	Black Side Windows Trim and Black Front Windshield Trim

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11881, Data updated Sep 15, 2020 10:33:00 PM PDT Page 54 of 312

Sep 16, 2020



е
e

Exterior	
	Black Door Handles
	Black Manual Side Mirrors w/Manual Folding
	Manual Extendable Trailer Style Mirrors
	Fixed Rear Window
	Light Tinted Glass
	Variable Intermittent Wipers
	Aluminum Panels
	Black Grille
	Tailgate Rear Cargo Access
	Manual Tailgate/Rear Door Lock
	Autolamp Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
	Cargo Lamp w/High Mount Stop Light
Entertainment	
	Radio w/Seek-Scan
	Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
	Fixed Antenna
	SYNC Communications & Entertainment System -inc: enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port
Interior	
	4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
	4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
	FordPass Connect 4G Mobile Hotspot Internet Access
	Manual Air Conditioning
	Illuminated Locking Glove Box
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder and driver's side manual lumbar
	Day-Night Rearview Mirror

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11881, Data updated Sep 15, 2020 10:33:00 PM PDT Page 55 of 312

Sep 16, 2020



Interior	
	Passenger Visor Vanity Mirror
	2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Underhood And Pickup Cargo Box Lights
	Smart Device Remote Engine Start
	Instrument Panel Covered Bin and Dashboard Storage
	Manual 1st Row Windows
	Systems Monitor
	Trip Computer
	Outside Temp Gauge
	Analog Display
	Seats w/Vinyl Back Material
	Manual Adjustable Front Head Restraints
	Securilock Anti-Theft Ignition (pats) Engine Immobilizer
	Air Filtration
Safety-Mechanical	
	AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
	Safety Canopy System Curtain 1st Row Airbags
	Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
	Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
	Back-Up Camera

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11881, Data updated Sep 15, 2020 10:33:00 PM PDT

Page 56 of 312 Sep 16, 2020



WARRANTY

Basic Years: 3

Basic Miles/km: 36,000 Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Page 57 of 312

Page 6

QUOTATION

pacific truck equipment inc. 11655 e. washington blvd. Whittier, ca 90606-2424

562/464-9674 fax 562/464-6067

		DATE ENTERED	CUST. P.O.		TERMS		TAX	ABLE	_	
		8/31/2020			COD	YES	YES	NO	ESTIMATE #	8262
	ΤΟ. (STEVE CURRUTU A	CITY OF	DATE RE	EQUESTED	TR	UCK DUE	DATE		
		STEVE SUDDUTH @ CITY OF DEN GROVE		8/31	8/31/2020					
T0				BUYER'S	NAME		WRIT	TEN BY		
то		M: JEFF @ PACIFIC		STEVE			J.K			
	IKU	CK EQUIPMENT		HOW SHI	P					
							SPEC	IFICATIO	NS	
	CITY	OF GARDEN GROV	/E	MAKE / M	ODEL / YEA	R / CO	OR / C.A	DIM		
SHIP	UNIT#479		FORD, F-450,84"CA							
то			DUAL-SNGL / TIRE SIZE / 4-WHL DR. / PKTS / EXT. CAB							
				DRW. C	HASSIS					

		DRW. CHASSIS		
ITEM	QUAN	DESCRIPTION	UNIT PRICE	Sub Total
Α	1	132402054 VF PAINTED WHITE AND INSTALLED	21,740.00	21,740.00T
В	1	C.S. #1 COMPT TO HAVE (7)EA 4" DEEP 250# CAP ROLLOUT DRAWERS	0.00	0.00T
		STACKED FROM THE TOP DOWN		
C	1	C.S. #2 COMPT. TO HAVE (3)EA ADJ. SHELVES	0.00	0.00T
D	1	C.S. #3 COMPT. TO HAVE (1)EA ADJ. SHELF	0.00	0.00T
E	1	C.S. #4 COMPT. TO HAVE (3)EA ADJ. SHELVES	0.00	0.00T
F	1	S.S. #1 COMPT. TO REMAIN EMPTY WITH 10 GA. COMPT. BOTTOM	0.00	0.00T
G	1	S.S. #2 COMPT. TO REMAIN EMPTY WITH 10 GA. COMPT. BOTTOM	0.00	0.00T
H	1	S.S. #3 COMPT. TO HAVE (1)EA ADJ. SHELF	0.00	0.00T
	1	S.S. #4 COMPT. TO HAVE (3)EA ADJ. SHELVES	0.00	0.00T
J	1	FURNISH AND INSTALL (1)EA TOMMY LIFTGATE MODEL	0.00	0.00T
		#G2-60SB-1342TP27 PAINTED BLACK AND INSTALLED WITH A 1 PC.		
		55" X 27" PLATFORM		
K]]	(2)EA GRAB HANDLES AT REAR	0.00	0.00T
L	<u> </u>	SPRAY LINER ENTIRE BED AREA	0.00	0.00T
M	[]	4 CORNER STROBE SYSTEM INSTALLED	0.00	0.00T
N]	L.E.D. LEGAL LIGHTS	0.00	0.00T
0	<u> </u>	REAR BUMPER STEPS ON EACH SIDE OF LIFTGATE	0.00	0.00T
P	<u> </u>	10,000# RECIEVER HITCH AND 7 PRONG R.V. PLUG	0.00	0.00T
Q		INSTALL FACTORY SUPPLIED BACK UP CAMERA TO O.E.M. SYSTEM	0.00	0.00T
R S	<u> </u>	STIRRUP STEPS UNDER ALL COMPTS. BOTH SIDES	0.00	0.00T
8	1	VISE BRACKET ON C.S.	0.00	0.00T
		*NO OTHER ITEMS INCLUDED		

Sub Total	\$21,740.00		
Sales Tax	\$2,228.35		
Total	\$23,968.35		

National Auto Fleet Group

A division of Chevrolet of Watsonville 490 Auto Center Drive, Watsonville, CA 95076 855 BUY-NJPA 626-457-5590 855 289-6572 626-457-5593 Quote 8262

October 30, 2020

Mr. Steve Sudduth City Of Garden Grove 13802 New Hope St. Garden Grove, California 92843 Delivery Via Email

Dear Mr. Sudduth,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Garden Grove, new/unused 2021 Ford F450 regular cab and Chassis with Pacific Quote #8262 responding to your requirement with the attached specifications for:

2021 F450 C&C	35,998.00
Pacific quote# 8262	21,740.00
Sub Total	57,738.00
Sales Tax	5,052.08
Tire Tax	8.75
Total	62,798.83

These vehicles are available under the Sourcewell master contract# 120716 formally the NJPA master vehicle contract# 120716.

Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

John Oviyach

National Account Law Enforcement Manager

National Auto Fleet Group

De Ronge











Selected Model and Options

MODEL

CODE MODEL

F4G 2021 Ford Super Duty F-450 DRW XL 2WD Reg Cab 169" WB 84" CA

COLORS

CODE DESCRIPTION

Z1 Oxford White

ENGINE

CODE DESCRIPTION

99N Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)

TRANSMISSION

CODE DESCRIPTION

44G Transmission: TorqShift 10-Speed Automatic -inc: neutral idle and selectable drive modes: normal, tow/haul, eco,

deep sand/snow and slippery (STD)

OPTION PACKAGE

CODE DESCRIPTION

650A Order Code 650A

AXLE RATIO

CODE DESCRIPTION

X48 4.88 Axle Ratio (STD)

TIRES

CODE DESCRIPTION

TGJ Tires: 225/70Rx19.5G BSW A/P (STD)

PRIMARY PAINT

CODE DESCRIPTION

Z1 Oxford White

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11970, Data updated Sep 27, 2020 11:40:00 PM PDT

Page 60 of 312
Oct 2, 2020
Page 1



SEAT TYPE

CODE DESCRIPTION

AS Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder and driver's side manual lumbar

ADDITIONAL EQUIPMENT - PACKAGE

CODE DESCRIPTION

Power Equipment Group -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Manual Telescoping/Folding Trailer Tow Mirrors, power/heated glass and heated convex spotter mirror, Remote Keyless Entry, Power Front Side Windows, 1-touch up/down driver/passenger window

ADDITIONAL EQUIPMENT - MECHANICAL

CODE DESCRIPTION

68L GVWR: 16,000 lb Payload Package

ADDITIONAL EQUIPMENT - EXTERIOR

CODE DESCRIPTION

18B Platform Running Boards

ADDITIONAL EQUIPMENT - INTERIOR

CODE DESCRIPTION

872

Rear View Camera & Prep Kit -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions

Options Total

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11970, Data updated Sep 27, 2020 11:40:00 PM PDT

Oct 2, 2020 Page 61 of 312



Standard Equipment

Mechanical	
	Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)
	Transmission: TorqShift 10-Speed Automatic -inc: neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)
	4.88 Axle Ratio (STD)
	50-State Emissions System
	Transmission w/Oil Cooler
	Rear-Wheel Drive
	78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
	HD 240 Amp Alternator
	Towing Equipment -inc: Trailer Sway Control
	Trailer Wiring Harness
	9790# Maximum Payload
	GVWR: 16,500 lb Payload Package
	HD Shock Absorbers
	Front And Rear Anti-Roll Bars
	Firm Suspension
	Hydraulic Power-Assist Steering
	40 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Dual Rear Wheels
	Front Suspension w/Coil Springs
	Leaf Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Brake Assist
	Upfitter Switches
Exterior	
	Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included
	Tires: 225/70Rx19.5G BSW A/P (STD)
	Clearcoat Paint
	Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
	Black Fender Flares
	Black Side Windows Trim and Black Front Windshield Trim

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11970, Data updated Sep 27, 2020 11:40:00 PM PDT

Oct 2, 2020

Page 62 of 312



Exterior	
	Black Door Handles
	Black Manual Side Mirrors w/Manual Folding
	Manual Extendable Trailer Style Mirrors
	Fixed Rear Window
	Light Tinted Glass
	Variable Intermittent Wipers
	Aluminum Panels
	Front Splash Guards
	Black Grille
	Autolamp Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
	Cab Clearance Lights
Entertainment	
	Radio w/Seek-Scan
	Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
	Fixed Antenna
	SYNC Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls
Interior	
	4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
	4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
	FordPass Connect 4G Mobile Hotspot Internet Access
	Manual Air Conditioning
	Illuminated Locking Glove Box
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11970, Data updated Sep 27, 2020 11:40:00 PM PDT

Oct 2, 2020 Page 43 of 312



Interior	
	2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Underhood Lights
	Smart Device Remote Engine Start
	Instrument Panel Covered Bin and Dashboard Storage
	Manual 1st Row Windows
	Systems Monitor
	Trip Computer
	Outside Temp Gauge
	Analog Display
	Manual Adjustable Front Head Restraints
	Air Filtration
Safety-Mechanical	
	Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
	Safety Canopy System Curtain 1st Row Airbags
	Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11970, Data updated Sep 27, 2020 11:40:00 PM PDT

Oct 2, 2020

Page 64 of 312

National Auto Fleet Group

A division of Chevrolet of Watsonville 490 Auto Center Drive, Watsonville, CA 95076 855 BUY-NJPA 626-457-5590 855 289-6572 626-457-5593 Quote 8260

October 8, 2020

Mr. Steve Sudduth City Of Garden Grove 13802 New Hope St. Garden Grove, California 92843 Delivery Via Email

Dear Mr. Sudduth,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Garden Grove, new/unused 2021 Ford E350 cutaway van with Pacific Quote #8260 responding to your requirement with the attached specifications:

2021 E350 Cutaway van	30,084.00
Pacific quote# 8261	26,871.00
Sub Total	56,955.00
Sales Tax	4,983.56
Tire Tax	8.75
Total	61,947.31

These vehicles are available under the Sourcewell master contract# 120716 formally the NJPA master vehicle contract# 120716.

Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

John Oviyach

National Account Law Enforcement Manager

National Auto Fleet Group

Joe Rohigue









QUOTATION

pacific truck equipment inc. 1655 e. washington blvd. whittier, ca 90606-2424

562/464-9674 fax 562/464-6067

	DATE	ENTERED	CUST. P.O.		TERMS		TAX	ABLE		<u> </u>
	8,	/31/2020			COD	YES	YES	NO	ESTIMATE #	8260
TO: STEVE SUDDUTH @ CITY OF GARDEN GROVE			DATE REQUESTED TRUCK DUE DATE							
			8/31/2020							
T 0		M: JEFF @ PACIFIC		BUYER'S NAME WRITTEN BY						
то	-			STEVE J.K.						
TRUCK EQUIPMENT			HOW SHIP							
	1						SPEC	IFICATIO	DNS	
	l				MAKE / MODEL / YEAR / COLOR / C.A DIM					
SHIP	UNIT# 497	JNIT# 497		FORD,E-350,80" CA						
то					DUAL-SNGL / TIRE SIZE / 4-WHL DR. / PKTS / EXT. CAB					
					SRW, CUTAWAY CHASSIS					

		jskii, conkinkii cimasis		
ITEM	QUAN	DESCRIPTION	UNIT PRICE	Sub Total
Α	1	PACIFIC MODEL 124401549 VS PAINTED WHITE INSTALLED AND	26,871.00	26,871.00T
		SEALED TO BACK OF CUTAWAY CAB.	,	,
В	1	COMPARTMENT ARRANGEMENT 30"-30"-40"-24"	0.00	0.00T
C	1	TAPERED SUPERSTRUCTURE " I.D. WITH DOUBLE PITCHED ROOF	0.00	0.00T
		(NO WINDOWS) AND (2)EA L.E.D. LIGHTS		
D	1	FRONT BULKHEAD TO BE A CAVITY BACK FOR SEAT ADJUSTMENT	0.00	0.00T
E	1	STANDARD ADJUSTABLE SHELVING IN ALL SIDE CABINETS	0.00	0.00T
F	1	SPRAY LINER FLOOR, BACKWRAPPERS AND 26" UP FRONT BULKHEAD	0.00	0.00T
G	1	INTERNAL LOCK BAR SYSTEM TO UTILIZE HOCKEY PUCK STYLE LOCK	0.00	0.00T
Н	1	KARGO MASTER #47993 SIDE LADDER RACK INSTALLED ON C.S.	0.00	0.00T
l <u>.</u>	L	ROOF OF SUPERSTRUCTURE		
!	[]	L.E.D. LEGAL LIGHTS	0.00	0.00T
J	<u> </u>	CUSTOM REAR STEP BUMPER WITH DROP CENTER ACCESS STEP	0.00	0.00T
K	<u> </u>	INSTALL FACTORY BACK UP CAMERA TO O.E.M. SYSTEM	0.00	0.00T
L		10,000# RECIEVER HITCH AND PLUG	0.00	0.00T
M		4 CORNER STROBE SYSTEM	0.00	0.00T
N	ļ!	(1) EA VISE BRACKET ON C.S.	0.00	0.00T
		*NO OTHER ITEMS INCLUDED		

Sub Total	\$26,871.00
Sales Tax	\$2,754.28
Total	\$29,625.28



Vehicle: [Fleet] 2021 Ford E-Series Cutaway (E3F) E-350 SRW 158" WB (△ Incomplete)

Selected Model and Options

MODEL

CODE MODEL

E3F 2021 Ford E-Series Cutaway E-350 SRW 158" WB

COLORS

CODE DESCRIPTION

YZ Oxford White

ENGINE

CODE DESCRIPTION

99N Engine: 7.3L V8 Premium-Rated (STD)

TRANSMISSION

CODE DESCRIPTION

44P Transmission: 6-Speed O/D w/Tow Haul -inc: auxiliary cooler (STD)

OPTION PACKAGE

CODE DESCRIPTION

780A Order Code 780A

AXLE RATIO

CODE DESCRIPTION

X56 4.10 Axle Ratio (STD)

WHEELS

CODE DESCRIPTION

Wheels: 16" x 7" Painted Gray Steel (STD)

TIRES

CODE DESCRIPTION

T38 Tires: LT245/75R16E BSW A/S -inc: Hankook DynaPro RH03 (STD)

PRIMARY PAINT

CODE DESCRIPTION

YZ Oxford White

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11970, Data updated Sep 27, 2020 11:40:00 PM PDT

Oct 2, 2020 Page 67 of 312



Vehicle: [Fleet] 2021 Ford E-Series Cutaway (E3F) E-350 SRW 158" WB (△ Incomplete)

SEATING ARRANGEMENT

CODE DESCRIPTION

211 Dual High Back Buckets (STD)

REQUIRED OPTION

CODE DESCRIPTION

47Z Ambulance Prep Package Not Required

ADDITIONAL EQUIPMENT - EXTERIOR

CODE DESCRIPTION

688 LH/RH Door Length Running Boards

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
948	Remote Keyless Entry
43C	Rear View Camera Kit -inc: Electrochromic Rearview Mirror w/Camera Display
903	Power Windows & Locks Group -inc: 1-touch down power driver window
-	

Options Total

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11970, Data updated Sep 27, 2020 11:40:00 PM PDT

Oct 2, 2020 Page 68 of 312



Vehicle: [Fleet] 2021 Ford E-Series Cutaway (E3F) E-350 SRW 158" WB (△ Incomplete)

Standard Equipment

Mechanical	
	Engine: 7.3L V8 Premium-Rated (STD)
	Transmission: 6-Speed O/D w/Tow Haul -inc: auxiliary cooler (STD)
	4.10 Axle Ratio (STD)
	GVWR: 10,050 lb Payload Package
	50 State Emission System
	Rear-Wheel Drive
	78-Amp/Hr 750CCA Maintenance-Free Battery
	HD 210 Amp Alternator
	5120# Maximum Payload
	HD Shock Absorbers
	Front Anti-Roll Bar
	Hydraulic Power-Assist Steering
	Single Stainless Steel Exhaust
	40 Gal. Fuel Tank
	Front Suspension w/Coil Springs
	Leaf Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs and Hill Hold Control
Exterior	
	Wheels: 16" x 7" Painted Gray Steel (STD)
	Tires: LT245/75R16E BSW A/S -inc: Hankook DynaPro RH03 (STD)
	Clearcoat Paint
	Black Front Bumper w/Black Rub Strip/Fascia Accent
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles
	Light Tinted Glass
	Variable Intermittent Wipers
	Front Windshield -inc: Sun Visor Strip
	Fully Galvanized Steel Panels
	Black Grille
	Autolamp Fully Automatic Aero-Composite Halogen Headlamps

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11970, Data updated Sep 27, 2020 11:40:00 PM PDT

Oct 2, 2020 Page 3



Vehicle: [Fleet] 2021 Ford E-Series Cutaway (E3F) E-350 SRW 158" WB (△ Incomplete)

Entertainment	
	Radio: AM/FM Stereo w/Clock Display & 2 Speakers -inc: Bluetooth capability and USB input
	Fixed Antenna
Interior	
	Dual High Back Buckets (STD)
	4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
	4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer and Trip Odometer
	Front Cupholder
	Manual Air Conditioning
	Glove Box
	Front Vinyl Headliner
	Urethane Gear Shifter Material
	Vinyl Bucket Seats
	Engine Cover Console w/Storage and 2 12V DC Power Outlets
	Regular Dome Lighting
	Front Only Vinyl/Rubber Floor Covering
	Tracker System
	Driver And Passenger Door Bins
	Manual 1st Row Windows
	Analog Display
	Fixed Front Head Restraints
	Driver And Front Passenger Armrests
	2 12V DC Power Outlets
Safety-Mechanical	
	Electronic Stability Control (ESC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Low Tire Pressure Warning

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11970, Data updated Sep 27, 2020 11:40:00 PM PDT

Oct 2, 2020 Page 40



Vehicle: [Fleet] 2021 Ford E-Series Cutaway (E3F) E-350 SRW 158" WB (△ Incomplete)

Safety-Interior

Dual Stage Driver And Passenger Front Airbags

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

Processing-Other

Exterior Mirror Delete

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Oct 2, 2020 Page 71 of 312

National Auto Fleet Group

A division of Chevrolet of Watsonville 490 Auto Center Drive, Watsonville, CA 95076 855 BUY-NJPA 626-457-5590 855 289-6572 626-457-5593 Quote 8261

October 8, 2020

Mr. Steve Sudduth City Of Garden Grove 13802 New Hope St. Garden Grove, California 92843 Delivery Via Email

Dear Mr. Sudduth,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Garden Grove, new/unused 2021 Ford F250 Super cab with Pacific Quote #8261 responding to your requirement with the attached specifications for:

2021 F250 Super Cab	28,461.00
Pacific quote# 8261	18,319.00
Sub Total	46,780.00
Sales Tax	4,093.25
Tire Tax	8.75
Total	50,882.00

These vehicles are available under the Sourcewell master contract# 120716 formally the NJPA master vehicle contract# 120716.

Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

John Oviyach

National Account Law Enforcement Manager

National Auto Fleet Group

De Rohigue











Selected Model and Options

MODEL

CODE MODEL

X2A 2021 Ford Super Duty F-250 SRW XL 2WD SuperCab 6.75' Box

COLORS

CODE DESCRIPTION

Z1 Oxford White

ENGINE

CODE DESCRIPTION

996 Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel (STD)

TRANSMISSION

CODE DESCRIPTION

44S Transmission: TorqShift-G 6-Spd Auto w/SelectShift (STD)

OPTION PACKAGE

CODE DESCRIPTION

600A Order Code 600A

AXLE RATIO

CODE DESCRIPTION

X37 3.73 Axle Ratio (STD)

WHEELS

CODE DESCRIPTION

64A Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)

TIRES

CODE DESCRIPTION

TD8 Tires: LT245/75Rx17E BSW A/S (4) -inc: Spare may not be the same as road tire (STD)

PRIMARY PAINT

CODE DESCRIPTION

Z1 Oxford White

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11970, Data updated Sep 27, 2020 11:40:00 PM PDT

Oct 1, 2020 Page 73 of 312



SEAT TYPE

CODE DESCRIPTION

AS Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder and driver's side manual

ADDITIONAL EQUIPMENT - PACKAGE

CODE DESCRIPTION

Power Equipment Group -inc: Deletes passenger-side lock cylinder, upgraded door trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, Power Locks, Trailer Tow Mirrors w/Power Heated Glass, manual folding, manually telescoping and heated convex spotter mirror, Remote Keyless Entry, Power Front & Rear Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION

18B Platform Running Boards

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
525	Steering Wheel-Mounted Cruise Control
66S	Upfitter Switches (6) -inc: Located in overhead console

Options Total

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11970, Data updated Sep 27, 2020 11:40:00 PM PDT

Oct 1, 2020 Page 74 of 312



Standard Equipment

Mechanical	
	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel (STD)
	Transmission: TorqShift-G 6-Spd Auto w/SelectShift (STD)
	3.73 Axle Ratio (STD)
	50-State Emissions System
	Transmission w/Oil Cooler
	Rear-Wheel Drive
	72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection
	157 Amp Alternator
	Class V Towing Equipment -inc: Hitch and Trailer Sway Control
	Trailer Wiring Harness
	3980# Maximum Payload
	GVWR: 10,000 lb Payload Package
	HD Shock Absorbers
	Front Anti-Roll Bar
	Firm Suspension
	Hydraulic Power-Assist Steering
	34 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Front Suspension w/Coil Springs
	Leaf Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Exterior	
	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
	Tires: LT245/75Rx17E BSW A/S (4) -inc: Spare may not be the same as road tire (STD)
	Regular Box Style
	Steel Spare Wheel
	Spare Tire Stored Underbody w/Crankdown
	Clearcoat Paint
	Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
	Black Rear Step Bumper
	Black Side Windows Trim and Black Front Windshield Trim

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11970, Data updated Sep 27, 2020 11:40:00 PM PDT

Page 75 of 312

Oct 1, 2020 Page 3



Exterior	
	Black Door Handles
	Black Manual Side Mirrors w/Manual Folding
	Manual Extendable Trailer Style Mirrors
	Fixed Rear Window
	Light Tinted Glass
	Variable Intermittent Wipers
	Aluminum Panels
	Black Grille
	Tailgate Rear Cargo Access
	Reverse Opening Rear Doors
	Manual Tailgate/Rear Door Lock
	Autolamp Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
	Cargo Lamp w/High Mount Stop Light
Entertainment	
	Radio w/Seek-Scan
	Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
	Fixed Antenna
	SYNC Communications & Entertainment System -inc: enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port
Interior	
	4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
	4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
	60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
	Fixed Rear Windows
	FordPass Connect 4G Mobile Hotspot Internet Access
	Rear Cupholder
	Manual Air Conditioning
	HVAC -inc: Underseat Ducts
	Illuminated Locking Glove Box

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11970, Data updated Sep 27, 2020 11:40:00 PM PDT

Oct 1, 2020 Page 76 of 312



Interior	
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	2 12V DC Power Outlets
	Full Overhead Console w/Storage and 2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Underhood And Pickup Cargo Box Lights
	Smart Device Remote Engine Start
	Instrument Panel Covered Bin and Dashboard Storage
	Manual 1st Row Windows
	Systems Monitor
	Trip Computer
	Outside Temp Gauge
	Analog Display
	Seats w/Vinyl Back Material
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	Securilock Anti-Theft Ignition (pats) Engine Immobilizer
	Air Filtration
Safety-Mechanical	
	AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11970, Data updated Sep 27, 2020 11:40:00 PM PDT

Oct 1, 2020 Page 77 of 312



Safety-Interior	
	Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
	Safety Canopy System Curtain 1st And 2nd Row Airbags
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters
	Back-Up Camera
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

Oct 1, 2020 Page 6

QUOTATION

pacific truck equipment inc. 11655 e. washington blvd. whittier, ca 90606-2424

562/464-9674 fax 562/464-6067

		DATE ENTERED	CUST. P.O.		TERMS		TAX	ABLE	_	
		8/31/2020			COD	YES	YES	NO	ESTIMATE #	8261
	TO: (STEVE CUDDUTU @	CITY OF	DATE RE	EQUESTED	TRU	JCK DUE	DATE		
		STEVE SUDDUTH @ DEN GROVE	CITY OF	8/31	/2020					
T0				BUYER'S	NAME		WRIT	TEN BY		
TO FROM: JEFF @ PACIFIC TRUCK EQUIPMENT		_		STEVE			J.K			
			HOW SHIP							
							SPEC	IFICATIO	NS	
SHIP TO CITY OF GARDEN GROVE UNIT #587		'F	MAKE / MODEL / YEAR / COLOR / C.A DIM							
				FORD, F-250,56"CA						
				DUAL-SNGL / TIRE SIZE / 4-WHL DR. / PKTS / EXT. CAB						
				SRW, CI	HASSIS					

ITEM	QUAN	DESCRIPTION	UNIT PRICE	Sub Total
Α	1	96401549 VF PAINTED WHITE AND INSTALLED	18,319.00	18,319.00T
В	1	S.S. #1 COMPT. TO HAVE (2)EA 5"DEEP AND (3)EA 4" DEEP 250# CAP.	0.00	0.00T
		ROLLOUT DRAWERS WITH METAL DIVIDERS STACKED FROM THE		
		BOTTOM UP		
C	1	S.S. #2 COMPT. TO HAVE (1)EA FIXED SHELF	0.00	0.00T
D	1	S.S. #3 COMPT. TO HAVE (3)EA 4" DEEP 250# CAP. ROLLOUT	0.00	0.00T
1 _		DRAWERS WITH METAL DIVIDERS STACKED FROM THE TOP DOWN		
E	ր	C.S. #1 COMPT TO HAVE (5)EA 4" DEEP 250# CAP ROLLOUT DRAWERS	0.00	0.00T
_	L	WITH METAL DIVIDERS STACKED FROM THE TOP DOWN		0 00 T
F	<u> </u>	C.S. #2 COMPT. TO HAVE (2)EA ADJ. SHELVES	0.00	0.00T
G	<u> </u>	C.S. #3 COMPT. TO HAVE (3)EA ADJ. SHELVES	0.00	0.00T
H H	<u> </u>	TAPERED HEADACHE RACK WITH EXP . METAL	0.00	0.00T
!	<u> </u>	SPRAY LINER ENTIRE BED AREA	0.00	0.00T
J	ľ	(1)EA ECCO MODEL #3510-A ARROWSTICK INSTALLED ON HEADACHE RACK	0.00	0.00T
K	1	(1)EA STAINLESS STEEL VISE BRACKET ON C.S.	0.00	0.00T
L	1	(1)EA 4 CORNER STROBE SYSTEM INSTALLED	0.00	0.00T
М	1	FURNISH (2)EA HEAVY CONE HOLDERS FOR FRONT BUMPER MOUNT (LOOSE)	0.00	0.00T
N	1	10,000# RECIEVER HITCH AND PLUG	0.00	0.00T
0	1	INSTALL FACTORY SUPPLIED BACK UP CAMERA TO O.E.M. SYSTEM	0.00	0.00T
		*NO OTHER ITEMS INCLUDED		

Sub Total	\$18,319.00
Sales Tax	\$1,877.70
Total	\$20,196.70

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

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

Dept.: City Manager Dept.: Public Works

Subject: Award a contract to TSG Date: 11/10/2020

Enterprises, Inc., dba The Solis Group, for Community Workforce Agreement (CWA) administration services.

(Cost: \$150,000) (*Action*

Item)

OBJECTIVE

To request City Council award a contract to TSG Enterprises, Inc., dba The Solis Group for Community Workforce Agreement (CWA) administration services.

BACKGROUND

On May 12, 2020, City Council approved a CWA between the City of Garden Grove and Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions. The CWA became effective July 17, 2020, after all of the necessary signatures were acquired.

DISCUSSION

Engineering Services seeks to retain a consultant to administer and enforce the CWA that is now in effect. Staff solicited proposals from five consultant firms. Four of the consultants submitted a proposal. A panel consisting of four staff members rated the proposals on the basis of qualifications, work plan and references. Based on the evaluation results, TSG Enterprises Inc., dba The Solis Group rated the highest. The following is a summary of the ratings:

Consultant	Rater A	Rater B	Rater C	Rater D	Totals
TSG Enterprises,	174	148	170	180	672
Inc. dba The Solis Group					
Modern Times, Inc.	168.5	135	168.5	155	627
Pacific Resource Services	165	127	160	145	597

Padilla & Associates,	177	116	155	107	555
Inc.					

FINANCIAL IMPACT

There will be no impact to the General Fund. The contract is in the amount of \$150,000. The services will be funded by the various projects requiring CWA administrative services.

RECOMMENDATION

Staff recommends that the City Council:

- Award a contract for Community Workforce Agreement administration services to TSG Enterprises, Inc., dba The Solis Group, in the amount, not to exceed \$150,000, with the option to extend said agreement for four (4) years, thus increasing the total compensation by an additional \$150,000 per option year,
- Authorize the City Manager to execute the professional service agreement with TSG Enterprises, Inc, dba The Solis Group in the amount of \$150,000, and
- Authorize the City Manager to sign amendments to the Agreement, including the authorization to execute the additional four (4) option years provided sufficient funds are available for each extension.

By: Mark Uphus, P.E., Sr. Civil Engineer

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Agreement	11/2/2020	Agreement	11-10- 20_CWA_Agreement_Final.docx

CONSULTANT AGREEMENT

THIS AGREEMENT is made this **10th** day of **November 2020** by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **TSG Enterprises, Inc., dba The Solis Group**, a California Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

- 1. This Agreement is entered into pursuant to Garden Grove City Council authorization dated **November 10, 2020.**
- 2. CITY desires to utilize the services of CONSULTANT to provide **Community Workforce Agreement administration services.**
- 3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

<u>AGREEMENT</u>

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **Term of Agreement:** This Agreement shall cover services rendered for a period of one (1) year commencing upon the date of full execution of the Agreement with an option to extend said agreement for an additional four (4) option years, for a total of five (5) years. Option years shall increase the total compensation by an additional \$150,000 per option year and shall be exercised one (1) year at a time, at the sole discretion of the CITY.
- 2. Services to be Provided: The services to be performed by CONSULTANT shall consist of the services as further specified in CONSULTANT'S proposal attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees that is provision of Services under this agreement shall be within accepted accordance with customary and usual practices in CONSULTANT'S profession. By executing this Agreement, CONSULTANT warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this agreement.
- 3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 <u>Amount</u>. CONSULTANT shall be compensated in accordance with the rate schedule set forth in Exhibit "B".
 - 3.2 <u>Not to Exceed</u>. The Parties agree that CONSULTANT shall bill for the Services provided by CONSULTANT to City on an hourly basis, except where otherwise set forth herein, provided compensation under this Page 82 of 312

Proposal shall not exceed **\$150,000**. CONSULTANT warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. The Proposal and this Agreement do not guarantee any specific amount of work.

- 3.3 <u>Payment</u>. For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, a written authorization by CITY will be required and payment shall be based on hourly rates as provided in Exhibit "B".
- 3.4 <u>Records of Expenses</u>. CONSULTANT shall keep complete and accurate records of payroll costs, travel and incidental expenses. These records will be made available at reasonable times to CITY.
- 3.5 <u>Termination</u>. CITY and CONSULTANT shall each have the right to terminate this Agreement, without cause, by giving thirty-(30) days written notice of termination to the other party. If CITY terminates the agreement, then the provisions of paragraph 3 shall apply to that portion of the work completed.

4. **Insurance Requirements**

- 4.1 Commencement of Work CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 <u>Workers Compensation Insurance</u> For the duration of this Agreement, CONSULTANT and all 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 the CITY, its officers, officials, agents, employees, and volunteers.
- 4.3 <u>Insurance Amounts</u> CONSULTANT shall maintain the following insurance for the duration of this Agreement:
 - a) Commercial general liability in the amount of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY;

- b) Automobile liability in the amount of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable) Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- c) Professional liability in the amount of \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

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

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

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

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

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of

³ Page 84 of 312

- any default or breach by CITY, or for any amount, which may become due to CONSULTANT.
- 6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.
- 7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
- 8. **Compliance With Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
- 9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
- 10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
- 11. <u>Conflict of Interest and Reporting</u>. CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
- 12. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - (a) Address of CONSULTANT is as follows:

Gary A Hamm, Senior Vice President The Solis Group 131 N. El Molino Avenue, Suite 100 Pasadena, CA 91101 (b) Address of CITY is as follows (with a copy to):

Engineering: Mark Uphus, Senior Civil Engineer City of Garden Grove 11222 Acacia Prkwy Garden Grove, CA 92840 City Attorney City of Garden Grove 11222 Acacia Prkwy Garden Grove, CA 92840

- 13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT'S proposal, Exhibit "A" hereto, which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
- 14. <u>Licenses, Permits and Fees</u>. At its sole expense, CONSULTANT shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.
- 15. **Familiarity With Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
- 16. <u>Time of Essence</u>. Time is of the essence in the performance of this Agreement.
- 17. <u>Limitations Upon Subcontracting and Assignment</u>. The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.
- 18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.

19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

- 20. <u>Modification</u>. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
- 21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
- 22. <u>California Law</u>. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
- 23. <u>Interpretation</u>. This Agreement shall be interpreted as though prepared by both parties
- 24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

	"CITY" CITY OF GARDEN GROVE			
Dated:	_ , 2020	By:		
		City Manager		
ATTEST		"CONSULTANT" TSG Enterprises, Inc. dba The Solis Group		
		Ву:		
City Clerk		Title:		
Dated:	_ , 2020	Dated: , 2020		
APPROVED AS TO FORM:				
		If CONSULTANT/CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY		
Garden Grove City Attorney				
Dated:	, 2020			

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

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

Dept.: City Manager Dept.: Public Works

Subject: Approval of an agreement Date: 11/10/2020

with Stommel Inc., dba Lehr Auto, for emergency patrol

vehicle equipment

vehicle equipment changeovers and installations. (Cost:

\$175,000 per year) (*Action*

Item)

OBJECTIVE

For the City Council to approve an agreement with Stommel Inc., dba Lehr Auto, (Lehr Auto) for the changeovers, installations and repairs of emergency patrol vehicles.

BACKGROUND

The Police Department has an average of ten (10) police patrol vehicles replaced every year. Before these vehicles are sent to auction, the emergency equipment must be removed and reinstalled or replaced in new patrol vehicles. The City has used other vendors in the past who offer the same services; however there have been issues with longer build times and poor workmanship.

Lehr Auto has been servicing the fleet of emergency vehicles for approximately five years, and has met criteria of on-time builds, quality workmanship, and warranty. Since using Lehr Auto, the fleet of emergency vehicles have become standardized, leading to faster repair and diagnosis, as well as parts acquisition.

DISCUSSION

The agreement with Lehr Auto reflects an average of ten (10) patrol vehicles being changed over per year along with miscellaneous repairs. The terms of the requested agreement are \$525,000 for three (3) years, with an option to extend for an additional two (2) years at \$175,000 per year, for a total of \$875,000 over five (5) years.

Pursuant to the Garden Grove Municipal Code Section 2.50.060(d), and based upon

the Public Works Department recommendation, the Finance Director has determined that the required services to remove and install emergency vehicle equipment in police vehicles is best achieved by Lehr Auto.

FINANCIAL IMPACT

There is no impact to the General Fund. The financial impact is \$875,000 to the Fleet Management operating budget.

RECOMMENDATION

It is recommended that the City Council:

- Approve the agreement with Stommel Inc., dba Lehr Auto, in the amount of \$525,000 for three (3) years, with an option to extend for an additional two (2) years, at a cost of \$175,000 per option year, for a total of \$875,000 over five (5) years for the changeover, installation, and repair of Police Department emergency vehicle equipment; and
- Authorize the City Manager to execute the agreement on behalf of the City.

By: Steve Sudduth, Equipment Maintenance Supervisor

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Agreement with Stommel Inc. dba Lehr Auto	10/15/2020	Agreement	Stommel_IncDBA_Lehr_2020.pdf

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this	day of	, 2020, by the	e CITY OF
GARDEN GROVE, a municipal corpo	oration, ("CITY")	and Stommel Inc. o	dba LEHR,
here in after referred to as "CONTRA	CTOR".		_

RECITALS

The following recitals are a substantive part of this Agreement:

- 1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _______.
- 2. CITY desires to utilize the services of CONTRACTOR to Furnish all labor, material, and equipment to provide new installation, change out, and repair to equipment for public safety vehicles on an as-needed basis per Attachment A.
- 3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **Term and Termination** The term of the agreement shall be for period of three (3) years from full execution of the agreement, with an option to extend said agreement additional two (2) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
- 2. <u>Services to be Provided</u>. The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
- 3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 <u>AMOUNT</u>. Total Compensation under this agreement shall not exceed (NTE) amount of One Hundred Seventy Five Thousand Dollars, (\$175,000.00), per year, payable in arrears and in accordance with proposal in Attachment A.

- 3.2 <u>Payment</u>. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 <u>Records of Expenses</u>. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 <u>Termination</u>. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. <u>Insurance requirements</u>.

- 4.1 <u>COMMENCEMENT OF WORK</u>. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.
- 4.2 <u>WORKERS COMPENSATION INSURANCE</u>. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 <u>INSURANCE AMOUNTS</u>. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence: claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.

- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit: claims made and modified occurrence policies are not acceptable; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.
- (c) Garage Keeper Liability in an amount of \$1,000,000.00 combined single limit: Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.
- (d) Garage Liability in an amount of \$1,000,000.00 combined single limit: Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY

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

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

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

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

- 5. **Non-Liability of Officials and Employees of the City.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount, which may become due to CONTRACTOR.
- 6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
- 7. <u>Independent Contractor</u>. It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
- 8. <u>Compliance with Law</u>. CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
- 9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (CONTRACTOR)
 Stommel Inc. dba LEHR
 Attention: Jim Stommel, President
 1370 North McCan Street
 Anaheim, CA 92806
 - b. (Address of City Purchasing)
 City of Garden Grove
 11222 Acacia Parkway
 Garden Grove, CA 92840

(with a copy to): Garden Grove City Attorney 11222 Acacia Parkway Garden Grove, CA 92840

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

- 11. <u>Licenses, Permits, and Fees</u>. At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
- 12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
- 13. <u>Time of Essence</u>. Time is of the essence in the performance of this Agreement.
- Limitations Upon Subcontracting and Assignment. The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
- 15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
- Indemnification. CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

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

1111

(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these part and year shown below.	ies have executed this Agreement on the day
Date:	"CITY" CITY OF GARDEN GROVE
	By:City Manager
ATTESTED:	City manager
City Clerk	
Date:	"CONTRACTOR" Stommel Inc. dba LEHR
	Ву:
	Name:
	Title:
	Date:
	Tax ID No.
	If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.
APPROVED AS TO FORM:	
Garden Grove City Attorney	
Date	

Hachment "A"



Sales Quote

Page: 1

1370 North McCan Street Anaheim, CA 92806 Phone: 714-988-4830 Fax: 714-414-0244

Quote Number: **Document Date:**

26008 7/31/2020

Terms:

Net 30

Payment Method:

Sell City of Garden Grove

To: Ray Bex

11222 Acacia Parkway Garden Grove, CA 92840 Phone: 714-741-5060

Ship City of Garden Grove

11222 Acacia Parkway Garden Grove, CA 92840

USA Phone:

Category

TROY PRO

TROY PRO

TROY PRO

TROY PRO

MISC

NAPA

HAVIS

OTHER

PROGARD

PROGARD

MAGMIC

Ship Via

Ship from Warehouse

Description

FACE PLATE 3"

POWER SCKT

AND OSB

MAGNETIC MIC KIT

MICLIP BRACKET

FACE PLATE W/4 HOLES 2"

Radio speakers for console

CENTER SLIDING POLY WINDOW

Prisoner Compartment

4" INTERNAL DUAL BEVERAGE HOLDER

ARM REST INC AC-ARM-BASE AC-FOAM-58

DUAL 2.1A OUTPUT USB CHARGER W/LED & CAP

STD PRIS SEAT W/POLY WINDOW CARGO BARR

Customer ID SalesPerson

Quantity

Unit Price

39.00

138.75

19.00

10.50

34.95

11.50

26.00

699.00

1,330.86

1

2

2

2

2

2

17116

Total Price

Location:

Lehr - Anaheim

Nick Brophy

Blanket PO:

Item No.

FP-MXTL2500

AC-ARM-PED-TB

PRPSP4704UINT20A

S4702UINT20OSB

FP-AP12-4

AC-INBHG

USBR12V2

782-1635

MMSU-1

C-MCB

MISC

Vehicle Information: 2020 FORD PIU, Color: BLACK

2020 Patrol Units (Each) Front End Equipment BK2017ITU20 PB450L2 ALUM PUSH BUMPER 2 LT ION **SETINA** 649.00 649.00 1 FK0400ITU20 PB5 PB300/400 FENDER WRAP 2020 UTILITY **SETINA** 1 370.00 370.00 **5V1R 500 V-SERIES WARNING LT RED** WHELEN 210,00 210.00 1 5V1B **500 V-SERIES WARNING LT BLUE** WHELEN 210.00 210.00 **SFLANGEB** 500 SER FLANGE KIT, BLK WHELEN 2 **ES100C** DYNAMAX/ES1OOC SPEAKER **FEDSIG** 1 225.00 225.00 **ESB-FPIU20NDB SPEAKER BRACKET UTILITY 2020-FEDSIG** 10.00 10.00 VTX609C **VERTEX SUPER-LED LIGHT WHT** WHELENPR 2 72.90 145.80 VTXADAPT TWIST IN ADAPTOR WHELEN 2 EX0011 PATROL POWER HARNESS FRT MNT PI UTIL 2020 **PATROLPO** 610.00 610.00 **Roof Equipment** HAF4016A **800MHZ ANTENNA, MOTOROLA** 2 52.00 **RADIO** 26.00 AP-M2M2-CCWG Antenna; 2 Cell/LTE & 1 WiFi & GNSS **ANTNAPLU** 1 129.00 129.00 **Drivers Compartment** CC-20-UV10-LB Troy 2020 Console, 10" flat/8" sloped **TROY PRO** 1 429.00 429.00 FP-WCENCOM-JD **FACE PLATE 4" CENCOM TROY PRO** FP-M9004 **TROY PRO FACE PLATE 2"** 1

39.00

138.75

38.00

21.00

69.90

23.00

52.00

699.00

1,330.86



Sales Quote

Page: 2

1370 North McCan Street Anaheim, CA 92806 Phone: 714-988-4830 Fax: 714-414-0244 Quote Number: Document Date: 26008 7/31/2020

Terms:

Net 30

Payment Method:

Sell City of Garden Grove

To: 'Ray Bex

11222 Acacia Parkway Garden Grove, CA 92840 Phone: 714-741-5060 Ship City of Garden Grove

To: 11222 Acacia Parkway Garden Grove, CA 92840

> USA Phone:

Ship Via

Ship from Warehouse

Customer ID

17116

Location:

Lehr - Anaheim

Blanket PO:

SalesPerson

Nick Brophy

Vehicle Information:

2020 FORD PIU, Color: BLACK

Item No.	Description	Category	Quantity	Unit Price	Total Price
WBP47NPUINT20	PR 1/4" PLY WNDW BARR FOR USE W/OEM DOOR PANELS	PROGARD	1	205.00	205.00
	Back End Equipment				
CCSRNT4A	CARBIDE SIREN SYSTEM W/T/A, EXP MODULES	WHELENPR	1	900.00	900.00
CANCTL7	CONTROL HEAD 21 PUSH-BUTTONS, 4-PSS, MIC	WHELENPR	1		
CC5K4	OBDII INSTALL KIT FOR 2020 FORD PI SUV W/O 618	WHELEN	1		
C-SBX-101	TRNK, BOX, UNV,	HAVIS	1	515.00	515.00
C-58X-101-KIT-5	SBX-101 BOX MTG KIT 2020 PIU	HAVIS	1	180.00	180.00
CITEZPIU2T-SRB-MTI	Citadei R/B 2020 PIU	CODE 3	1	920.00	920.00
HB6PAK-PI-R	CODE 3 TWIST LOCK HIDE-A-BLAST 6-LED RED	CODE 3	2	82.50	165.00
TLIA	ION T AMBER	WHELENPR	1	74.49	74.49
TLIB	ION T-SERIES LINEAR SUPER-LED, BLUE	WHELENPR	1	74.49	74.49
SC-6H	GENII UNIV LOCK	SANTACRU	6	130.00	780.00
SC-7009-A	ADJ. LOCK TIMER	SANTACRU	1	30.00	30,00
INSTALL	INSTALL MATERIALS	OTHER	1	190.00	190.00
L	LABOR CHARGES	LABOR	1	4,550.00	4,550.00
W709980-S439	Ford Seat-base safety bolts	MISC	4	1.99	7.96
HLN7045A	Double Radio Stack Trunnion kit	RADIO	1	40.00	40.00
HAF4016A	800MHZ ANTENNA, MOTOROLA	RADIO	2	23.00	46.00
HKN4192B	POWER CABLE 20'	RADIO	2	36.00	72.00
HLN6863B	MOTTO ACCS KIT	RADIO	2	45,00	90.00
HKN6189B	DIRECT ENTRY KEYPAD CABLE, DEK TO HEAD	MISC	2	27.50	55.00
HKN61888	POWER CABLE REMOTE MOUNT	RADIO	2	38.00	76.00

Amount Subject to Sales Tax Amount Exempt from Sales Tax 9872.25 4,550.00 Subtotal: Total Sales Tax: \$14,422.25 \$765.10

Total:

\$15,187.35

Agenda Item - 2.l.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy

Dept.: City Manager Dept.: City Clerk

Subject: Receive and file minutes Date: 11/10/2020

from the meeting held on October 13, 2020. (Action

Item)

Attached are the minutes from the meeting held on October 13, 2020, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description Upload Date Type File Name

Minutes 11/5/2020 Minutes $cc-min_10_13_2020.pdf$

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, October 13, 2020

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

CONVENE CLOSED SESSION

At 5:37 p.m., Mayor Jones convened Closed Session telephonically.

ROLL CALL PRESENT: (7) Council Members Brietigam, D. Nguyen, Bui,

Klopfenstein, K. Nguyen, Mayor Pro Tem

O'Neill, Mayor Jones

ABSENT: (0) None

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None.

CONVENE CLOSED SESSION

At 5:38 p.m., Mayor Jones announced the City Council was going into Closed Session telephonically to discuss the following matters:

<u>Conference with Legal Counsel – Existing Litigation</u>

Pursuant to Government Code Section 54956.9(d)(1): Timothy Sawyer vs. City of Garden Grove, Workers Compensation Appeal Board Case Nos. ADJ10806195; ADJ11386384; and ADJ11388118

<u>Conference with Legal Counsel – Existing Litigation</u>

Pursuant to Government Code Section 54956.9(d)(1): OCCORD vs. Garden Grove, et. al., OCSC/LASC Case No. 30-2019-01102770

Conference with Legal Counsel – Anticipated Litigation

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): Three potential cases

ADJOURN CLOSED SESSION

At 6:36 p.m., Mayor Jones adjourned the Closed Session

CONVENE REGULAR MEETING

At 6:38 p.m., Mayor Jones convened the meeting telephonically with all Council Members present.

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

ORAL COMMUNICATIONS

Speakers: Craig Durfey, Sean Vukan

Written Communications: Tony Flores, Lesley Rivera, Ashley Dao, Wei Huang, Bethany Hernandez, Mariella Vasquez, Sean Dao.

RECESS MEETING

At 7:06 p.m., Mayor Jones recessed the meeting.

RECONVENE MEETING

At 7:19 p.m., Mayor Jones reconvened the meeting telephonically with all Council Members present.

ADOPTION OF A PROCLAMATION PROCLAIMING OCTOBER 2020 AS NATIONAL CODE COMPLIANCE MONTH (F: 83.1)

It was moved by Council Member Klopfenstein, seconded by Council Member D. Nguyen that:

A Proclamation proclaiming October 2020, as National Code Compliance Month, be adopted.

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

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.

Nguyen, O'Neill, Jones

Noes: (0) None

ADOPTION OF A PROCLAMATION DECLARING THE WEEK OF OCTOBER 25
THROUGH OCTOBER 31, 2020, AS "CHILDHOOD LEAD POISONING PREVENTION WEEK" (F: 83.1)

It was moved by Council Member Klopfenstein, seconded by Council Member D. Nguyen that:

-2- 10/13/20

A Proclamation declaring October 25th through October 31st, 2020, as "Childhood Lead Poisoning Prevention Week," be adopted.

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

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.

Nguyen, O'Neill, Jones

Noes: (0) None

ADOPTION OF A RESOLUTION APPROVING THE REVISED 2020 CITY OF GARDEN GROVE INVESTMENT POLICY (F: 127.3)

It was moved by Council Member Klopfenstein, seconded by Council Member D. Nguyen that:

Resolution No. 9657-20 entitled: A Resolution of the City Council of the City of Garden Grove, California, adopting the City of Garden Grove Investment Policy – 2020 Revised, be adopted.

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

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.

Nguyen, O'Neill, Jones

Noes: (0) None

APPROPRIATION OF \$22,950 IN GRANT FUNDS RELATED TO CORONAVIRUS RELIEF FUNDING THROUGH THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES ACT) (F: 97.8)

It was moved by Council Member Klopfenstein, seconded by Council Member D. Nguyen that:

Coronavirus Relief Funds allocated to the Magnolia Park Family Resource Center, in the amount of \$22,950 in Fiscal Year 2020-21, be appropriated.

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

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.

Nguyen, O'Neill, Jones

Noes: (0) None

MINUTES (F: Vault)

It was moved by Council Member Klopfenstein, seconded by Council Member D. Nguyen that:

The minutes from the meeting held on September 22, 2020, be received and filed.

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

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.

Nguyen, O'Neill, Jones

Noes: (0) None

WARRANTS

It was moved by Council Member Klopfenstein, seconded by Council Member D. Nguyen that:

Payroll Warrants 184242 through 184254; 184255 through 184269; Direct Deposits D370391 through D370992; D370991 through D371591; Wires W2734 through W2737; W2738 through W2741; be received and filed as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director.

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

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.

Nguyen, O'Neill, Jones

Noes: (0) None

WAIVER

It was moved by Council Member Klopfenstein, seconded by Council Member D. Nguyen that:

Full reading of ordinances listed be waived.

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

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.

Nguyen, O'Neill, Jones

Noes: (0) None

<u>PUBLIC HEARING - INTRODUCTION AND FIRST READING OF AN ORDINANCE</u> APPROVING AMENDMENT NO. A-029-2020 (F: 115.A-029-2020)

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

Following staff introduction and City Council comments, Mayor Jones declared the public hearing open.

Speaker: David Alagband.

With no further testimony from the audience, Mayor Jones declared the public hearing closed.

It was moved by Mayor Pro Tem O'Neill, seconded by Council Member Bui that: Ordinance No. 2918 entitled: An Ordinance of the City Council of the City of Garden Grove approving Amendment No. A-029-2020 to amend the City's official zoning map to change the zoning of the property, located at 8932 Katella Avenue (Assessor's Parcel No. 132-041-21), from O-P (Office Professional) to C-1 (Neighborhood Commercial), be passed to second reading; and

That the Ordinance be determined categorically exempt from the California Environmental Quality Act pursuant to Title 14, California Code of Regulations, Article 19, Section 15301, Existing Facilities.

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

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.

Nguyen, O'Neill, Jones

Noes: (0) None

ADOPTION OF A RESOLUTION APPROVING AN INSTALLMENT PURCHASE AGREEMENT FOR ISSUANCE OF WATER REVENUE BONDS, SERIES 2020A, AND OTHER RELATED DOCUMENTS (F: P-60.1)

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

Resolution No. 9658-20 entitled: A Resolution of the City Council of the City of Garden Grove approving the execution and delivery of an installment purchase agreement for the purpose of causing the issuance of not to exceed \$25,000,000 aggregate principal amount of water revenue bonds, Series 2020A, and approving the execution and delivery of certain documents in connection therewith and certain other matters, be adopted.

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

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.

Nguyen, O'Neill, Jones

Noes: (0) None

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

-5- 10/13/20

<u>DISCUSSION ON A PROPOSED PROCLAMATION HONORING OCTOBER 2020 AS DOMESTIC VIOLENCE AWARENESS MONTH AS REQUESTED BY COUNCIL MEMBER KIM NGUYEN</u> (F: 83.1)

Council Member Kim Nguyen stated that she brought this item forward after speaking with Chief DaRé and learning that calls for domestic violence disputes have increased by five percent. She noted that the City has adopted related proclamations on issues of mental health and sexual assault awareness, and she would like to have this proclamation listed on the next agenda for action, and annually going forward.

Council Member K. Nguyen moved to list the proclamation on the next agenda, seconded by Council Member Brietigam.

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

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.

Nguyen, O'Neill, Jones

Noes: (0) None

Council Member Brietigam commented that City Council members are non-partisan and do not have jurisdiction over national or state issues. He advised council members to refrain from partisan politics. He cautioned mindfulness when posting on social media, and encouraged the members to be unified in their work as elected officials.

Mayor Pro Tem O'Neill agreed and commented that people are smart and will research and vote with their conscience. He asked that partisan political rhetoric be toned down, and stated that their work as council members includes ensuring paved roads, water flow, sewer infrastructure upgrades, and public safety be provided to the community.

Council Member D. Nguyen agreed and commented that more importantly is focusing on their duties at a City Council level, and recommended promoting positivity. She encouraged unity for the whole community, stating that residents are neighbors.

Council Member Bui thanked his council colleagues and expressed the need for specificity regarding Facebook comments made about a Garden Grove resident who had been detained by the office of Immigration and Customs Enforcement that some people believe was illegal. He conveyed that it is inappropriate to encourage people to take matters into their own hands with regards to this; however, he commended those who have worked to ensure due process for people facing deportation.

Council Member Klopfenstein commented on the challenge of campaigning while serving as a council member working to support residents. She encouraged conversation directly as the best opportunity to learn about one another's

-6- 10/13/20

viewpoints, and stated that communication is key to foster positivity. She thanked Director Howard from Vector Control for tonight's presentation and noted the PowerPoint will be posted on the City's website and on her Facebook council page. She thanked the Special Resource Team and Garden Grove Police Department for consistent and quick response to any of her questions or concerns, as well as their responsiveness to residents.

Council Member K. Nguyen expressed her appreciation for the comments from her colleagues; however, she asserted that she has been unfairly attacked by Council Member Bui. She stated she has not encouraged anyone to take matters into their own hands regarding deportation. She noted that in past City Council meetings, Council Member Bui has spoken out against ICE deportations, as well as fully supporting the City's sobriquet as a "city of compassion" by voting to pass a resolution encouraging harmony and unity. She asked Council Member Bui to refrain from attacking her on social media, and she conveyed the need to advocate for the residents in her district whom she believes have been disenfranchised from local government. She repudiated accusations from Garden Grove resident Tony Flores that she is breaking her oath of office for posting particular comments on her Facebook page, noting that she tolerates all forms of political ideologies to be posted.

In response to Council Member K. Nguyen's assertion that she was attacked on social media, Council Member Bui stated that he has received numerous calls asking him why he has not reproached Council Member K. Nguyen for her statements. He stated that in the future, he will bring up his disagreements with her personally and invited her to reach out to him as well.

Mayor Jones acknowledged Council Member Brietigam's statements as a reminder in recognizing the purview of council, which is to ensure public property maintenance and public safety. He encouraged striving towards better communication and work towards the common purpose of serving and representing this beautiful and diverse city during these polarizing times of COVID and civil unrest.

City Manager Stiles thanked the City Council for approving the Water Revenue Bonds. He commended the Finance and Public Works Departments for all of their work presenting to the Bond Rating Agencies, noting the City received a AA+ rating with a stable outlook, which is critical for ensuring improvements to the City's infrastructure and providing clean water to the residents. He noted that the upcoming agenda appears to be light and recommended cancelling the next City Council meeting.

City Attorney Sandoval announced that during Closed Session, the City Council unanimously authorized staff to file an appeal, at the time due, of the Regional Housing Needs Allocation units designated to the City by the Southern California Association of Governments.

-7- 10/13/20

Page 107 of 312

<u>ADJOURNMENT</u>

At 7:59 p.m., Mayor Jones adjourned the meeting. The next Regular City Council Meeting scheduled on Tuesday, October 27, 2020, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC City Clerk

-8- 10/13/20

Agenda Item - 2.m.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Patricia Song

Dept.: City Manager Dept.: Finance

Subject: Receive and file warrants. Date: 11/10/2020

(Action Item)

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:

ATTACIMENTS.			
Description	Upload Date	Туре	File Name
Warrants	10/26/2020	Warrants	11-10-20_CC_Warrants_(9- 30-20).pdf
Warrants	10/26/2020	Warrants	11-10-20_CC_Warrants_(10- 01-20).pdf
Warrants	10/26/2020	Warrants	11-10-20_CC_Warrants_(10- 07-20).pdf
Warrants	10/26/2020	Warrants	11-10- 20_CC_Warrants_(Payroll_10- 22-20).pdf
Warrants	11/4/2020	Warrants	11-10- 20_CC_Warrants_(Payroll_10- 30-20).pdf



City of Garden Grove Certificate of Warrants Register Dates: 09/30/2020

This is to certify the demands covered by Wires 00000114 to 00000121, EFT numbers 00002940 to 00002951, and check numbers #00666156 through 00666287 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Finance Director Patricia Song

CITY OF GARDEN GROVE FEFM001 Warrant Register

Check Dates Between Sep 24, 2020 and Sep 30, 2020

Report Generated on Sep 30, 2020 1:44:36 PM

Page 1

AP - Checking Account

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00000114	V00792	SO CALIF GAS CO	09/30/2020	\$17,341.71
00000115	V02088	VISION SERVICE PLAN -	09/30/2020	\$6,489.90
00000116	V01579	ORANGE COUNTY FIRE AUT	09/30/2020	\$1,971,366.00
00000117	V01596	PUBLIC EMPLOYEES' RETI	09/30/2020	\$479,499.59
00000118	V02089	SHANNON WAINWRIGHT	09/30/2020	\$553.85
00000119	V02090	MICHELE REYNOLDS	09/30/2020	\$461.54
00000120	V02091	MARYLAND CHILD SUPPORT	09/30/2020	\$343.38
00000121	V02087	DELTA CARE USA	09/30/2020	\$6,643.85
00002940	V00650	BUREAU VERITAS NORTH AMERICA, INC	09/30/2020	\$675.00
00002941	V01042	CHARLES P CROWLEY CO, INC	09/30/2020	\$1,557.28
00002942	V01489	DAVID EVANS & ASSOCIATES	09/30/2020	\$5,629.50
00002943	V00562	DOOLEY ENTERPRISES,INC	09/30/2020	\$9,535.88
00002944	V00305	EVIDENT CRIME SCENE PRODUCTS	09/30/2020	\$242.00
00002945	V01305	FLEMING ENVIRONMENTAL, INC	09/30/2020	\$431.65
00002946	V01546	GEOCON WEST, INC	09/30/2020	\$4,255.00
00002947	V00218	GRAINGER	09/30/2020	\$6,500.49
00002948	V00368	JOHNSON CONTROLS SECURITY SOLUTIONS	09/30/2020	\$773.59
00002949	V00210	PEST OPTIONS, INC	09/30/2020	\$1,442.25
00002950	V00462	PRO-FORCE MARKETING, INC	09/30/2020	\$122.45
00002951	V00384	STOMMEL, INC	09/30/2020	\$570.00
00666156	V02364	A & R BAKERY	09/30/2020	\$5,000.00
00666157	V01500	ACTION DOOR REPAIR CORP	09/30/2020	\$270.00
00666158	V00048	AIS ADVANCED IMAGING STRATEGIES, INC	09/30/2020	\$221.85
00666159	V00633	ALL AMERICAN ASPHALT	09/30/2020	\$172.73
00666160	V00647	ANTHONY BIRMINGHAM WINDOW CLEANING	09/30/2020	\$1,351.00
00666161	V02360	ANTONIA SHED C/O THE CLERVAUD FIRM, P.C.	09/30/2020	\$25,050.00
00666162	V00422	ARC DOCUMENT SOLUTIONS, LLC	09/30/2020	\$381.77
00666163	V00864	ASSOCIATED SOILS ENGINEERING, INC	09/30/2020	\$12,120.00
00666164	V00033	AT&T CORP	09/30/2020	\$8,657.55
00666165	V00033	AT&T CORP	09/30/2020	\$1,758.90
00666166	V00145	AUTONATION FORD TUSTIN	09/30/2020	\$4,965.64
00666167	V00645	BARR AND CLARK, INC	09/30/2020	\$320.00
00666168	V00433	BATTERY SYSTEMS, INC	09/30/2020	\$743.86
00666169	V00042	BEST TINT	09/30/2020	\$390.00

CITY OF GARDEN GROVE FFFM001 Warrant Register

FEFM001 Warrant Register Check Dates Between Sep 24, 2020 and Sep 30, 2020

Report Generated on Sep 30, 2020 1:44:36 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00666170	V02305	BRACKEN'S KITCHEN	09/30/2020	\$25,000.00
00666171	V00649	BROWNELLS, INC	09/30/2020	\$123.96
00666172	V01514	BUREAU VERITAS TECHNICAL ASSESSMENTS, LLC	09/30/2020	\$19,800.00
00666173	V00655	C WELLS PIPELINE MATERIALS, INC	09/30/2020	\$2,773.42
00666174	V00655	C WELLS PIPELINE MATERIALS, INC	09/30/2020	\$4,001.52
00666175	V00176	CALIBER BODYWORKS, INC	09/30/2020	\$1,165.44
00666176	V00175	CALIFORNIA YELLOW CAB	09/30/2020	\$2,388.52
00666177	V00660	CAMERON WELDING SUPPLY	09/30/2020	\$21.33
00666178	V01878	CDCE, INC	09/30/2020	\$664.56
00666179	V00092	CHEVROLET OF WATSONVILLE NATIONAL AUTO FLEET GROUP	09/30/2020	\$98,612.43
00666180	V01525	CHI CONSTRUCTION	09/30/2020	\$223,860.85
00666181	V00579	COASTLINE EQUIPMENT	09/30/2020	\$188.11
00666182	V00241	COMMUTE WITH ENTERPRISE	09/30/2020	\$6,292.75
00666183	V00667	CONTINENTAL CONCRETE CUTTING	09/30/2020	\$4,850.00
00666184	V00669	CONTROLLED MOTION SOLUTIONS, INC	09/30/2020	\$664.77
00666185	V00856	CWEA CWEA-TCP	09/30/2020	\$192.00
00666186	V00481	DATA TICKET, INC	09/30/2020	\$1,674.00
00666187	V00406	DEPT OF TRANSPORTATION	09/30/2020	\$965.05
00666188	V00184	DIAMOND ENVIRONMENTAL SERVICES	09/30/2020	\$5,358.47
00666189	V01145	DIRECTV	09/30/2020	\$89.88
00666190	H4693	THO DO	09/30/2020	\$2,421.00
00666191	V00676	DUNN-EDWARDS CORPORATION	09/30/2020	\$120.04
00666192	V02118	QUINN E. EDDINS	09/30/2020	\$1,768.44
00666193	V00174	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC	09/30/2020	\$21,465.00
00666194	V00102	EPOWER NETWORK, INC	09/30/2020	\$727.00
00666195	V00270	ES ENGINEERING SERVICES, LLC	09/30/2020	\$6,501.69
00666196	V00682	EWING IRRIGATION PRODUCTS, INC	09/30/2020	\$689.58
00666197	V00336	EXCLUSIVE AUTO DETAIL	09/30/2020	\$672.00
00666198	V00233	FACTORY MOTOR PARTS CO BIN 139107	09/30/2020	\$2,205.45
00666199	V00412	FEDERAL EXPRESS CORP	09/30/2020	\$30.52
00666200	V00829	FERGUSON ENTERPRISES, INC 1350	09/30/2020	\$274.35
00666201	V00114	FUN EXPRESS, INC	09/30/2020	\$100.35
00666202	V00054	GALLS LLC	09/30/2020	\$400.44

CITY OF GARDEN GROVE FEFM001 Warrant Register

FEFM001 Warrant Register Check Dates Between Sep 24, 2020 and Sep 30, 2020

Report Generated on Sep 30, 2020 1:44:36 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00666203	V00526	GANAHL LUMBER COMPANY	09/30/2020	\$296.24
00666204	V02368	GARDEN GROVE ELKS LODGE	09/30/2020	\$12,500.00
00666205	V00139	GOLDEN STAR TECHNOLOGY, INC	09/30/2020	\$6,108.57
00666206	V01386	GREEN HALO SYSTEMS	09/30/2020	\$273.00
00666207	V00494	HARRIS & ASSOCIATES, INC	09/30/2020	\$3,700.00
00666208	V00503	HF&H CONSULTANTS, LLC	09/30/2020	\$6,572.42
00666209	V00711	HILL'S BROS LOCK & SAFE, INC	09/30/2020	\$478.30
00666210	V02308	HIRSCH PIPE & SUPPLY CO. INC	09/30/2020	\$541.65
00666211	V01118	HOSHIZAKI WESTERN	09/30/2020	\$41.68
00666212	V00135	IMPERIAL SPRINKLER SUPPLY, INC	09/30/2020	\$834.42
00666213	V01392	INDUSTRIAL SAFETY, LLC	09/30/2020	\$3,288.60
00666214	V00182	INFOSEND, INC	09/30/2020	\$2,305.50
00666215	V00300	IPROMOTEU	09/30/2020	\$1,487.70
00666216	V02333	JACOT PLUMBING, INC.	09/30/2020	\$4,084.50
00666217	V02365	JENNY PERMANENT MAKEUP & SKINCARE ACADEMY	09/30/2020	\$4,150.00
00666218	V00071	JM NURSERY	09/30/2020	\$2,088.00
00666219	V00720	JOHNSTONE SUPPLY	09/30/2020	\$23.62
00666220	V02376	JOSE RODRIGUEZ	09/30/2020	\$600.00
00666221	V00722	KEYSER/MARSTON ASSOCIATES, INC	09/30/2020	\$2,430.00
00666222	V02367	KIM'S HAIR NAILS AND SPA	09/30/2020	\$1,500.00
00666223	V02377	KITTIE ABREGO	09/30/2020	\$155.00
00666224	V00725	KNORR SYSTEMS, INC	09/30/2020	\$1,122.80
00666225	V00220	LABSOURCE, INC	09/30/2020	\$3,599.41
00666226	V00728	LAWSON PRODUCTS, INC	09/30/2020	\$1,074.31
00666227	V02345	LAZAR TRANSLATING & INTERPRETING	09/30/2020	\$255.00
00666228	V00105	LEVEL 27 MEDIA	09/30/2020	\$1,066.83
00666229	V00402	LEXISNEXIS RISK SOLUTIONS ACCOUNT #1008503	09/30/2020	\$374.85
00666230	V00555	LIFECOM, INC	09/30/2020	\$80.00
00666231	V00732	LINCOLN FINANCIAL GROUP	09/30/2020	\$7,213.36
00666232	V00610	LT PROPERTIES	09/30/2020	\$17,460.70
00666233	V01411	MAGNUM OIL SPREADING, INC	09/30/2020	\$678.60
00666234	V00478	MASTER LANDSCAPE & MAINTENANCE	09/30/2020	\$2,617.57
00666235	V00736	MC MASTER-CARR SUPPLY CO	09/30/2020	\$103.07
00666236	V00541	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	09/30/2020	\$61,886.00
00666237	V02164	NAM GIAO RESTAURANT	09/30/2020	\$5,000.00

CITY OF GARDEN GROVE FFFM001 Warrant Register

FEFM001 Warrant Register Check Dates Between Sep 24, 2020 and Sep 30, 2020

Report Generated on Sep 30, 2020 1:44:36 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00666238	V00557	NATIONAL CONSTRUCTION RENTALS	09/30/2020	\$153.60
00666239	V01416	NEWMAN POOL SERVICE, INC	09/30/2020	\$95.00
00666240	V01867	OC HEALTH CARE AGENCY, ENVIRONMENTAL HEALTH	09/30/2020	\$189.00
00666241	V00209	WHJ OCN,IND	09/30/2020	\$1,005.00
00666242	V00748	OPPERMAN & SONS TRUCK	09/30/2020	\$48.43
00666243	V01422	ORANGE COUNTY CLERK-RECORDER'S OFFICE	09/30/2020	\$100.00
00666244	V00766	POOL WATER PRODUCTS	09/30/2020	\$1.02
00666245	V00385	PROPERTY SPECIALISTS	09/30/2020	\$52.50
00666246	V01035	R J ALLEN, INC	09/30/2020	\$745.00
00666247	V00744	R J NOBLE COMPANY	09/30/2020	\$4,314.95
00666248	V00529	REGENTS OF THE UNIVERSITY OF CALIFORNIA AT IRVINE	09/30/2020	\$1,300.00
00666249	V00163	RETAIL MARKETING SERVICES INC	09/30/2020	\$2,083.00
00666250	V02378	ROASTING WATER	09/30/2020	\$5,000.00
00666251	V00778	ROSEBURROUGH TOOL, INC	09/30/2020	\$115.78
00666252	V00780	SAFETY 1st PEST CONTROL, INC	09/30/2020	\$1,075.00
00666253	V00120	SIEMENS MOBILITY, INC	09/30/2020	\$1,518.92
00666254	V00787	SMITH PIPE & SUPPLY COMPANY, INC	09/30/2020	\$1,277.29
00666255	V00367	SOUTHERN COMPUTER WAREHOUSE	09/30/2020	\$305.44
00666256	V00474	SOUTHERN COUNTIES LUBRICANTS, LLC	09/30/2020	\$983.10
00666257	V00160	SOUTHERN COUNTIES OIL COMPANY	09/30/2020	\$38,461.06
00666258	V00795	SPARKLETTS	09/30/2020	\$47.85
00666259	V01119	STANDARD INSURANCE CO RAS EXECUTIVE BENEFITS	09/30/2020	\$821.70
00666260	V01199	STANDARD INSURANCE COMPANY 00 643061 0001	09/30/2020	\$21,674.48
00666261	V00407	STATE WATER RESOURCES CONTROL BOARD	09/30/2020	\$80.00
00666262	V00615	STRAY CAT ALLIANCE	09/30/2020	\$4,783.74
00666263	V02239	T & Y INC	09/30/2020	\$5,250.00
00666264	V02371	TACOS OCAMPO CATERING	09/30/2020	\$10,020.00
00666265	V01389	THE HOME DEPOT PRO	09/30/2020	\$290.05
00666266	V00212	THE SHERWIN-WILLIAMS CO	09/30/2020	\$104.19
00666267	V02311	THE VINTAGE 1979 - CAKE	09/30/2020	\$50,000.00
00666268	V02374	THIEN DANG INC	09/30/2020	\$5,000.00
00666269	V02133	TICK TOCK TONY	09/30/2020	\$1,988.63
00666270	V00465	TIERRA WEST ADVISORS, INC	09/30/2020	\$2,145.00
00666271	V00068	TOMAHAWK LIVE TRAP, LLC	09/30/2020	\$642.94

CITY OF GARDEN GROVE

FEFM001 Warrant Register Check Dates Between Sep 24, 2020 and Sep 30, 2020

Report Generated on Sep 30, 2020 1:44:36 PM

Page 5

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00666272	V01206	TOPAZ ALARM CORP	09/30/2020	\$35.00
00666273	V00591	U S ARMOR CORP	09/30/2020	\$881.80
00666274	V00811	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	09/30/2020	\$0.00
00666275	V00812	UNIFIRST CORP	09/30/2020	\$628.80
00666276	V00815	UNITED RENTALS NORTHWEST, INC	09/30/2020	\$688.76
00666277	V00501	US BEHAVIORAL HEALTH PLAN, CA	09/30/2020	\$1,416.80
00666278	V00301	USA BLUE BOOK	09/30/2020	\$570.62
00666279	V00817	VALLEY POWER SYSTEMS, INC	09/30/2020	\$610.05
00666280	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	09/30/2020	\$3,229.17
00666281	V00527	WALTERS WHOLESALE ELECTRIC	09/30/2020	\$91.20
00666282	V00824	WAXIE SANITARY SUPPLY	09/30/2020	\$698.66
00666283	V00826	WEST COAST ARBORISTS, INC	09/30/2020	\$59,982.20
00666284	V00833	WESTSIDE BUILDING MATERIALS CORP	09/30/2020	\$883.60
00666285	V00582	WOODRUFF, SPRADLIN & SMART, A PROFESSIONAL CORP	09/30/2020	\$73,882.43
00666286	V01208	YO-FIRE SUPPLIES	09/30/2020	\$1,152.75
00666287	V00115	YORBA LINDA FEED STORE, INC	09/30/2020	\$287.73
			EFT: 12 Check: 140	\$31,735.09 \$3,442,869.98

Total: 152 \$3,474,605.07



City of Garden Grove Certificate of Warrants Register Date: 10/01/2020

This is to certify the demands covered by EFT numbers 00002952 to 00003894, and check numbers #00666288 through 00666482 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: EFT # 3895 and check # 00666483 were voided.

Finance Director Patricia Song

AP - Checking Account

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00002952	H0951	12392 TO 12432 GROVEVIEW	10/01/2020	\$710.00
00002953	H3409	12911 GALWAY ST, LLC	10/01/2020	\$3,107.00
00002954	H3297	13251 NEWLAND, LLC	10/01/2020	\$11,466.00
00002955	H4567	15915 LA FORGE ST WHITTIER, LL	10/01/2020	\$1,722.00
00002956	H3906	19822 BROOKHURST, LLC	10/01/2020	\$2,563.00
00002957	H2617	2300 W EL SEGUNDO, LP	10/01/2020	\$11,310.00
00002958	H4149	2555 WEST WINSTON ROAD, LP PEB	10/01/2020	\$1,167.00
00002959	H4791	606 SOUTH 6TH ST ASSOCIATES, L	10/01/2020	\$6,970.00
00002960	H2483	7632 21ST ST, LP	10/01/2020	\$5,121.00
00002961	H2971	8080 BEVER PLACE-NEGBA, LLC	10/01/2020	\$1,500.00
00002962	H4654	8572 STANFORD, LLC	10/01/2020	\$1,083.00
00002963	H1044	ABCO CROWN VILLA,LTD	10/01/2020	\$1,825.00
00002964	H3560	ACACIA VILLAGE	10/01/2020	\$22,035.00
00002965	H9002	ACACIAN APTS	10/01/2020	\$35,910.00
00002966	H4585	ACT EQUITIES, LLC	10/01/2020	\$2,033.00
00002967	H4389	ADRIATIC APTS	10/01/2020	\$942.00
00002968	H3401	AEGEAN APARTMENTS	10/01/2020	\$5,827.00
00002969	H4741	ALAI, PARVIZ	10/01/2020	\$4,970.00
00002970	H00033	ALEXANY NGUYEN PROPERTIES, LLC	10/01/2020	\$1,351.00
00002971	H3512	ALFRED P VU & JULIE NGA HO, LL	10/01/2020	\$3,602.00
00002972	H1684	ALIBULLA, REHANA	10/01/2020	\$2,002.00
00002973	H4121	ALLARD APARTMENT, LLC	10/01/2020	\$4,946.00
00002974	H3645	ALLEN, LYNN KATHLEEN	10/01/2020	\$1,417.00
00002975	H2454	ALTEZA,INC	10/01/2020	\$2,041.00
00002976	H4668	AMCAL OCEANA FUND, LP OCEANA A	10/01/2020	\$1,113.00
00002977	H2489	AMERICAN FAMILY HOUSING	10/01/2020	\$1,220.00
00002978	H2938	ANAHEIM SUNSET PLAZA APTS	10/01/2020	\$6,687.00
00002979	H4371	AOU, CHUNG NAN	10/01/2020	\$1,229.00
00002980	H4254	ARBOR VILLAS, LLC	10/01/2020	\$1,359.00
00002981	H4027	ARJON, TIMOTEO	10/01/2020	\$1,278.00
00002982	H4729	ARTESIA BOULEVARD 44, LLC	10/01/2020	\$1,636.00
00002983	H3930	ATTIA, EIDA A	10/01/2020	\$1,658.00
00002984	H4272	AUDUONG, PAUL	10/01/2020	\$799.00
00002985	H4532	AUGUSTA GROUP INVESTMENTS INC	10/01/2020	\$1,423.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00002986	H2062	AYNEM INVESTMENTS, LP	10/01/2020	\$15,275.00
00002987	H4505	BACH & JASON NGUYEN INVESTMENT	10/01/2020	\$1,395.00
00002988	H4769	BAK, PHINAK	10/01/2020	\$1,165.00
00002989	H4295	BAKER RANCH AFFORDABLE, LP	10/01/2020	\$1,845.00
00002990	H4403	BANH, HA	10/01/2020	\$1,411.00
00002991	H2370	BARRY SAYWITZ PROP TWO, LP	10/01/2020	\$6,222.00
00002992	H4777	BDA INVESTMENTS, LLC	10/01/2020	\$1,130.00
00002993	H4797	BEACH CREEK PARTNERS II, LP	10/01/2020	\$1,255.00
00002994	H4735	BEACHWOOD VILLAGE APARTMENTS	10/01/2020	\$1,207.00
00002995	H4368	BEHRENS PROPERTIES, LLC	10/01/2020	\$967.00
00002996	H3168	BELAGE PRESERVATION, LP	10/01/2020	\$2,111.00
00002997	H4463	BERTINA PANG LOH CHANG	10/01/2020	\$560.00
00002998	H3365	BERTRAN, JAIME OR MAGALI	10/01/2020	\$1,294.00
00002999	H3115	BHALANI,ANIL	10/01/2020	\$1,182.00
00003000	H0645	BHATT, N C	10/01/2020	\$4,332.00
00003001	H4746	BMN INVESTMENTS, INC	10/01/2020	\$2,245.00
00003002	H3312	BORTHWICK, KELLY	10/01/2020	\$1,249.00
00003003	H3966	BOUTROS, ADEL A	10/01/2020	\$1,449.00
00003004	H4331	BOWEN PROPERTY, LLC	10/01/2020	\$1,355.00
00003005	H0231	BOZARJIAN, MAI	10/01/2020	\$20,709.00
00003006	H4085	BOZARJIAN, MAI	10/01/2020	\$3,739.00
00003007	H4399	BRIAR CREST / ROSE CREST	10/01/2020	\$3,264.00
00003008	H4784	BRIDGE WF CRYSTAL VIEW AGP, LL	10/01/2020	\$3,626.00
00003009	H0968	BROWN, SHARON OR NORMAN	10/01/2020	\$2,988.00
00003010	H4475	BUENA PARK SUNRISE APTS, LP	10/01/2020	\$1,203.00
00003011	H4088	BUI, BACH	10/01/2020	\$1,049.00
00003012	H4656	BUI, DANIEL D	10/01/2020	\$1,954.00
00003013	H3590	BUI, DUNG	10/01/2020	\$1,000.00
00003014	H3898	BUI, KIMBERLY	10/01/2020	\$2,471.00
00003015	H4699	BUI, KIMLOAN THI	10/01/2020	\$1,298.00
00003016	H1770	BUI, LAI	10/01/2020	\$1,122.00
00003017	H4664	BUI, LONG	10/01/2020	\$1,319.00
00003018	H0276	BUI, MINH Q	10/01/2020	\$3,879.00
00003019	H3322	BUI, MONICA	10/01/2020	\$2,839.00
00003020	H1510	BUI, NGA HUYNH	10/01/2020	\$1,005.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00003021	H4215	BUI, SON VAN	10/01/2020	\$1,783.00
00003022	H4779	BUI, TAM	10/01/2020	\$963.00
00003023	H4760	BUI, THINH	10/01/2020	\$2,500.00
00003024	H4108	BUI, THUAN	10/01/2020	\$2,370.00
00003025	H4075	BUI, TRIET THO-MINH	10/01/2020	\$1,768.00
00003026	H3524	BURLEY, DAVID M	10/01/2020	\$1,524.00
00003027	H2916	CAI-NGUYEN,THU T	10/01/2020	\$745.00
00003028	H3272	CAMBRIDGE HEIGHTS, LP	10/01/2020	\$1,593.00
00003029	H2159	CAO, HUONG B	10/01/2020	\$630.00
00003030	H4457	CAO, MYTRANG	10/01/2020	\$893.00
00003031	H2856	CAO, PHUOC GIA	10/01/2020	\$1,055.00
00003032	H4524	CASA MADRID	10/01/2020	\$4,533.00
00003033	H4073	CASCADE TERRACE APARTMENTS	10/01/2020	\$4,738.00
00003034	H4689	CASCINO, DAVID G	10/01/2020	\$2,171.00
00003035	H3904	CHAN, KOU LEAN	10/01/2020	\$909.00
00003036	H4466	CHAN, TIFFANNIE L	10/01/2020	\$1,045.00
00003037	H4135	CHAN,MIN OR TRAN,CHIEN	10/01/2020	\$2,440.00
00003038	H1229	CHANG, EVELYN	10/01/2020	\$2,876.00
00003039	H9008	CHANG, SHERRI	10/01/2020	\$1,938.00
00003040	H3586	CHANG, WARREN	10/01/2020	\$801.00
00003041	H1368	CHARLESTON GARDENS, LLC	10/01/2020	\$1,270.00
00003042	H1239	CHATHAM VILLAGE APTS	10/01/2020	\$4,729.00
00003043	H3494	CHAU, ALICE	10/01/2020	\$2,505.00
00003044	H4714	CHAU, KENNY	10/01/2020	\$1,640.00
00003045	H3757	CHEN, DENNIS KYINSAN	10/01/2020	\$4,103.00
00003046	H1362	CHEN, SHIAO-YUNG	10/01/2020	\$5,884.00
00003047	H9010	CHEN, T C	10/01/2020	\$26,593.00
00003048	H1788	CHEUNG,STEPHEN	10/01/2020	\$1,589.00
00003049	H3094	CHEY,PAUL M	10/01/2020	\$1,056.00
00003050	H4707	CHHUM, NARITH	10/01/2020	\$1,698.00
00003051	H0317	CHIANG, LI-YONG	10/01/2020	\$1,653.00
00003052	H0159	CHONG,DON J G	10/01/2020	\$4,245.00
00003053	H1946	CHUN, JOHN	10/01/2020	\$1,131.00
00003054	H9011	CHUNG, KYU B	10/01/2020	\$5,260.00
00003055	H4723	CINCO TRAN, LLC	10/01/2020	\$1,435.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00003056	H4444	CITRUS GROVE, LP	10/01/2020	\$739.00
00003057	H3246	CLIFTON, KATHLEEN P	10/01/2020	\$1,292.00
00003058	H4785	CM 2080 NEW, LLC	10/01/2020	\$817.00
00003059	H0776	CO, PONCH	10/01/2020	\$1,101.00
00003060	H3137	COLACION, KATHY D	10/01/2020	\$2,222.00
00003061	H4337	COMMUNITY GARDENS PARTNERS, LP	10/01/2020	\$5,154.00
00003062	H3359	CONCEPCION, NORMA S	10/01/2020	\$1,288.00
00003063	H2193	CONCORD MGMT, LLC	10/01/2020	\$622.00
00003064	H3752	CONNOR PINES, LLC	10/01/2020	\$12,419.00
00003065	H0642	CONTINENTAL GARDENS APTS	10/01/2020	\$12,706.00
00003066	H1134	CONTINENTAL GARDENS APTS	10/01/2020	\$4,404.00
00003067	H4342	CORNER CAPITAL INVESTMENTS	10/01/2020	\$771.00
00003068	H0039	COURTYARD VILLAS	10/01/2020	\$8,388.00
00003069	H4626	COY, CHRISTINE OR FREEMAN, CYN	10/01/2020	\$1,355.00
00003070	H4280	CRUZAT, KERILYN	10/01/2020	\$1,131.00
00003071	H4556	CST CAPITAL, LLC	10/01/2020	\$1,136.00
00003072	H4686	CTC INVESTMENT GROUP, INC	10/01/2020	\$484.00
00003073	H0017	CUNG, KHANH	10/01/2020	\$3,601.00
00003074	H3376	CURTIS FAMILY TRUST	10/01/2020	\$1,502.00
00003075	H4659	D1 SENIOR IRVINE HOUSING PARTN	10/01/2020	\$1,285.00
00003076	H2985	DAC, NGHIA HO OR PHAN VE TU	10/01/2020	\$4,231.00
00003077	H4646	DAI, HUONG NGOC	10/01/2020	\$1,459.00
00003078	H2100	DAM, BINH DINH	10/01/2020	\$1,360.00
00003079	H3947	DANG, ANNIE	10/01/2020	\$1,820.00
00003080	H3369	DANG, CHINH VAN	10/01/2020	\$1,756.00
00003081	H4561	DANG, MIKE M	10/01/2020	\$2,270.00
00003082	H3065	DANG,DAVID	10/01/2020	\$1,026.00
00003083	H4598	DANG,THANH-THUY THI	10/01/2020	\$1,029.00
00003084	H1895	DAO, JOSEPH N	10/01/2020	\$1,287.00
00003085	H4303	DAO, MINH	10/01/2020	\$841.00
00003086	H1245	DAO, NELSON NGUYEN	10/01/2020	\$4,071.00
00003087	H1750	DAO, TRU	10/01/2020	\$4,123.00
00003088	H2184	DAO, TU VAN	10/01/2020	\$977.00
00003089	H9413	DAO, TU VAN	10/01/2020	\$1,128.00
00003090	H3021	DAO,NGOC-THUY	10/01/2020	\$1,266.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00003091	H1802	DAO-PHAM, LOC THI OR PHAM,LUON	10/01/2020	\$2,479.00
00003092	H4239	DAVIS, RICHARD	10/01/2020	\$1,324.00
00003093	H3054	DAVIS, SON OR MICHELLE	10/01/2020	\$1,150.00
00003094	H3354	DDA, LLC	10/01/2020	\$1,219.00
00003095	H4607	DE ANZA PLAZA APTS II	10/01/2020	\$2,309.00
00003096	H4071	DEERING II FAMILY, LP	10/01/2020	\$1,032.00
00003097	H3626	DEWYER, CLARA J	10/01/2020	\$934.00
00003098	H4583	DIEP, HOI TUAN	10/01/2020	\$1,315.00
00003099	H3483	DINH, CHINH	10/01/2020	\$1,326.00
00003100	H2147	DINH, HANH	10/01/2020	\$2,100.00
00003101	H4223	DINH, KATHLEEN	10/01/2020	\$1,600.00
00003102	H4614	DINH, KATHY	10/01/2020	\$2,698.00
00003103	H1479	DINH, KIM	10/01/2020	\$1,100.00
00003104	H4373	DINH, LAN THAI	10/01/2020	\$5,582.00
00003105	H3629	DINH, LONG T	10/01/2020	\$3,465.00
00003106	H4372	DINH, NHU Y	10/01/2020	\$1,244.00
00003107	H4406	DINH, THU V	10/01/2020	\$1,974.00
00003108	H4594	DINH, TUAN	10/01/2020	\$1,606.00
00003109	H4619	DINH, Y NHA	10/01/2020	\$2,451.00
00003110	H2769	DINH,THANH	10/01/2020	\$1,690.00
00003111	H3284	DNK PROPERTY, LLC	10/01/2020	\$14,600.00
00003112	H4498	DO, BRANDON BINH	10/01/2020	\$2,205.00
00003113	H4717	DO, BYRON	10/01/2020	\$2,536.00
00003114	H4718	DO, DAITRANG	10/01/2020	\$2,777.00
00003115	H4418	DO, DOMINIC HAU	10/01/2020	\$1,969.00
00003116	H4544	DO, JONATHAN	10/01/2020	\$446.00
00003117	H1867	DO, MINH C	10/01/2020	\$4,480.00
00003118	H4450	DO, MY-PHUONG	10/01/2020	\$1,375.00
00003119	H1674	DO, NANCY	10/01/2020	\$1,043.00
00003120	H4802	DO, NGA N	10/01/2020	\$2,301.00
00003121	H3593	DO, THUY THI	10/01/2020	\$1,073.00
00003122	H3181	DO, TIM	10/01/2020	\$927.00
00003123	H3671	DO, TINA	10/01/2020	\$1,359.00
00003124	H9016	DO, TINA	10/01/2020	\$3,416.00
00003125	H3732	DO, XUYEN THI	10/01/2020	\$1,105.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00003126	H0580	DOAN, HARRY	10/01/2020	\$666.00
00003127	H4639	DOAN, HIEP THI	10/01/2020	\$4,224.00
00003128	H3609	DOAN, HOAI T	10/01/2020	\$1,123.00
00003129	H4808	DOAN, HUEY G	10/01/2020	\$3,859.00
00003130	H3999	DOAN, HUY	10/01/2020	\$1,787.00
00003131	H4289	DOAN, HUY	10/01/2020	\$1,092.00
00003132	H4420	DOAN, KYLAM	10/01/2020	\$1,620.00
00003133	H3980	DOAN, NHA & JOANNE TRANG VU	10/01/2020	\$1,637.00
00003134	H3855	DOAN, PHUONGNGA THI	10/01/2020	\$2,111.00
00003135	H4615	DOAN, THANH QUE	10/01/2020	\$1,616.00
00003136	H4228	DOHANH, WILLIAM D	10/01/2020	\$2,068.00
00003137	H2424	DOIDGE,JERRY	10/01/2020	\$1,363.00
00003138	H3382	DOLCE VITA INVESTMENTS, LLC	10/01/2020	\$3,562.00
00003139	H1744	DONG, MINH TRANG	10/01/2020	\$1,063.00
00003140	H2945	DORADO SENIOR APARTMENTS, LP	10/01/2020	\$1,977.00
00003141	H4413	DOWD III, WILLIAM A	10/01/2020	\$891.00
00003142	H3228	DSN INVESTMENT GROUP, LLC	10/01/2020	\$6,613.00
00003143	H3510	DTP INVESTMENTS, LLC	10/01/2020	\$3,023.00
00003144	H4464	DU, CHRISTINE H	10/01/2020	\$1,429.00
00003145	H4229	DUC NGUYEN AND PAULINE NGUYEN,	10/01/2020	\$1,028.00
00003146	H4050	DUCATO GARDENS, LLC	10/01/2020	\$846.00
00003147	H1385	DUNN, DAVID C	10/01/2020	\$3,071.00
00003148	H9021	DUNNETT, DAVID F	10/01/2020	\$2,647.00
00003149	H3866	DUONG, HONG MANH	10/01/2020	\$937.00
00003150	H4313	DUONG, LOM	10/01/2020	\$1,373.00
00003151	H1885	DUONG, MINH B	10/01/2020	\$5,205.00
00003152	H3688	DUONG, THAI VAN	10/01/2020	\$1,296.00
00003153	H3087	DUONG,CHI THI	10/01/2020	\$1,926.00
00003154	H2869	DUONG,HUNG Q	10/01/2020	\$1,236.00
00003155	H2781	DYO, GLADYS	10/01/2020	\$585.00
00003156	H2422	EASTWIND PROPERTIES, LLC	10/01/2020	\$2,606.00
00003157	H4770	EBL, LLC	10/01/2020	\$4,703.00
00003158	H2036	EDLUND, DANIEL T	10/01/2020	\$1,465.00
00003159	H9025	EHLE, GERALD	10/01/2020	\$1,954.00
00003160	H4250	EL PUEBLO APTS	10/01/2020	\$1,501.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00003161	H4294	EL RAY PARTNERS, LLC	10/01/2020	\$7,605.00
00003162	H4438	ELIAS CAPITAL GROUP, LLC	10/01/2020	\$2,619.00
00003163	H4048	EMERALD COURT APARTMENTS	10/01/2020	\$1,257.00
00003164	H4234	ENGEL, TERRY C	10/01/2020	\$995.00
00003165	H3299	EVERGREEN ESTATE EXPANSION, LL	10/01/2020	\$8,675.00
00003166	H1553	FAIRVIEW MGMT COMPANY	10/01/2020	\$2,498.00
00003167	H5769	FAN, BOONE	10/01/2020	\$2,521.00
00003168	H3034	FBC APARTMENTS	10/01/2020	\$780.00
00003169	H4757	FG GOLDENWEST SENIOR APTS, LP	10/01/2020	\$12,610.00
00003170	H1702	FIELDS, FLOYD H	10/01/2020	\$1,180.00
00003171	H1689	FINCH, WENDY	10/01/2020	\$986.00
00003172	H6700	FIVE POINTS SENIOR APTS	10/01/2020	\$2,455.00
00003173	H3329	FOREVERGREEN EXPANSION, LLC	10/01/2020	\$1,463.00
00003174	H2834	FOUNTAIN GLEN AT ANAHEIM HILLS	10/01/2020	\$1,436.00
00003175	H7410	FRANCISCAN GARDENS APTS	10/01/2020	\$22,082.00
00003176	H2569	FRECHTMAN, WILLIAM	10/01/2020	\$1,221.00
00003177	H4610	FREEDOMPATH PROPERTIES, LLC	10/01/2020	\$1,309.00
00003178	H4281	FREMONT 2225	10/01/2020	\$1,535.00
00003179	H3691	FU CRAIG FA, LLC	10/01/2020	\$4,752.00
00003180	H2215	GANZ, KARL	10/01/2020	\$969.00
00003181	H3384	GARCIA, ALBINO	10/01/2020	\$2,593.00
00003182	H4412	GARCIA, NORMA OR WILLIAM	10/01/2020	\$1,297.00
00003183	V00694	GARDEN GROVE HOUSING AUTHORITY	10/01/2020	\$5,222.00
00003184	H4275	GARDEN GROVE HOUSING ASSOCIATE	10/01/2020	\$4,013.00
00003185	H3130	GARZA, CAROL	10/01/2020	\$594.00
00003186	H2029	GEORGIAN APTS	10/01/2020	\$1,107.00
00003187	H4137	GERMAIN, AARON & CASSANDRA	10/01/2020	\$1,276.00
00003188	H4037	GIACALONE, BRIGITTE	10/01/2020	\$966.00
00003189	H4742	GIERS WELLS PARTNERSHIP	10/01/2020	\$1,467.00
00003190	H3894	GIGI APARTMENTS	10/01/2020	\$1,955.00
00003191	H4046	GLENHAVEN MOBILODGE	10/01/2020	\$608.00
00003192	H4346	GOMEZ, HENRY S	10/01/2020	\$1,540.00
00003193	H3072	GREEN LANTERN VILLAGE CALIFORN	10/01/2020	\$395.00
00003194	H2737	GREEN,WILLIAM	10/01/2020	\$1,199.00
00003195	H3833	GREENFIELDSIDE, LLC	10/01/2020	\$1,976.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00003196	H3639	GROVE PARK LP	10/01/2020	\$70,081.00
00003197	H9028	GULMESOFF, JIM	10/01/2020	\$6,324.00
00003198	H4437	GUSTIN, TIMOTHY M	10/01/2020	\$699.00
00003199	H3949	GUYUMJYAN, GINA	10/01/2020	\$3,221.00
00003200	H4172	HA OF DEKALB COUNTY	10/01/2020	\$666.96
00003201	H4692	HA, CASIE	10/01/2020	\$2,288.00
00003202	H4092	HA, DAC T	10/01/2020	\$1,324.00
00003203	H1824	HA, KHIEM Q	10/01/2020	\$1,025.00
00003204	H4562	HA, TRAN D	10/01/2020	\$3,060.00
00003205	H3735	HA, TRIET M	10/01/2020	\$1,136.00
00003206	H4750	HAH, YU	10/01/2020	\$1,136.00
00003207	H0550	HALL & ASSOCIATES, INC	10/01/2020	\$4,185.00
00003208	H1969	HAN, LINDA	10/01/2020	\$2,081.00
00003209	H5208	HANSON, CLIFTON & BRENDA	10/01/2020	\$2,544.00
00003210	H3838	HAU, STEVEN	10/01/2020	\$1,801.00
00003211	H2955	HERITAGE PARK	10/01/2020	\$3,747.00
00003212	H0515	HERITAGE VILLAGE ANAHEIM	10/01/2020	\$1,316.00
00003213	H4708	HIGHLAND FINANCE INVESTMENTS C	10/01/2020	\$1,393.00
00003214	H0250	HILLIARD, SHERRY OR RICHARD	10/01/2020	\$1,521.00
00003215	H3921	HMZ RESIDENTIAL PARK, LP	10/01/2020	\$1,603.00
00003216	H3255	HO, HENRY HOI	10/01/2020	\$1,885.00
00003217	H1010	HO, HIEP or DAO, NGOC THUY	10/01/2020	\$5,028.00
00003218	H3941	HO, KEVIN TRIEU	10/01/2020	\$2,493.00
00003219	H3653	HO, LIEN KIM	10/01/2020	\$1,539.00
00003220	H3781	HO, PAULINE	10/01/2020	\$2,364.00
00003221	H4827	HO, PETER	10/01/2020	\$1,291.00
00003222	H4103	HOANG, LAN T	10/01/2020	\$1,400.00
00003223	H3984	HOANG, LONG	10/01/2020	\$1,453.00
00003224	H4783	HOANG, THINH	10/01/2020	\$1,725.00
00003225	H4224	HOANG, TRACY	10/01/2020	\$1,091.00
00003226	H2354	HOANG, TRIEU	10/01/2020	\$1,417.00
00003227	H4542	HOANG, TUAN	10/01/2020	\$2,038.00
00003228	H2662	HOANG,LANG	10/01/2020	\$1,442.00
00003229	H2974	HOANG,NHAN TIEN	10/01/2020	\$1,155.00
00003230	H3883	HOLTZMAN, ROSEMARY LC	10/01/2020	\$888.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00003231	H1120	HOPPE,SALLY	10/01/2020	\$1,228.00
00003232	H2532	HUA,LUC	10/01/2020	\$1,448.00
00003233	H3595	HUNTINGTON WESTMINSTER APT, LL	10/01/2020	\$1,315.00
00003234	H1659	HUSS, DON	10/01/2020	\$2,521.00
00003235	H0658	HUYNH, CHEN THI	10/01/2020	\$3,752.00
00003236	H3641	HUYNH, FELIX	10/01/2020	\$775.00
00003237	H4763	HUYNH, JOANNE	10/01/2020	\$1,336.00
00003238	H4405	HUYNH, LOAN	10/01/2020	\$552.00
00003239	H4237	HUYNH, MINH HUY	10/01/2020	\$2,255.00
00003240	H4082	HUYNH, MINH T MAI	10/01/2020	\$967.00
00003241	H4271	HUYNH, PHILIP	10/01/2020	\$586.00
00003242	H1574	HUYNH, SALLY B	10/01/2020	\$1,351.00
00003243	H4246	HUYNH, SCOTT THANH OR LE, KIM	10/01/2020	\$1,094.00
00003244	H4747	HUYNH, THAI C	10/01/2020	\$2,417.00
00003245	H3117	HUYNH,LONG BAO	10/01/2020	\$1,314.00
00003246	H1262	HWANG, CM	10/01/2020	\$1,346.00
00003247	H4666	HWINN, TUE T	10/01/2020	\$1,148.00
00003248	H3848	IMPERIAL NORTH HOLDINGS, LLC	10/01/2020	\$4,797.00
00003249	H3644	IMPERIAL NORTHWEST HOLDINGS	10/01/2020	\$4,129.00
00003250	H2984	INTERNATIONAL BUSINESS INVESTM	10/01/2020	\$1,211.00
00003251	H4350	J & E ESTATES, LLC	10/01/2020	\$1,931.00
00003252	H3402	JANESKI, JERRY	10/01/2020	\$1,226.00
00003253	H4427	JD PROPERTY MANAGEMENT, INC	10/01/2020	\$2,175.00
00003254	H4716	JEAN, NARIYA	10/01/2020	\$1,989.00
00003255	H00031	JEFFERSON HB, LLC	10/01/2020	\$972.00
00003256	H3040	JENSEN SOMMERVILLE CONZELMAN	10/01/2020	\$1,699.00
00003257	H3165	JG & B CORPORATION	10/01/2020	\$8,598.00
00003258	H3266	JGK GARDEN GROVE, LP	10/01/2020	\$25,812.00
00003259	H2936	JGKALLINS INVESTMENTS, LP	10/01/2020	\$1,300.00
00003260	H2530	JOHNSON, NATHAN D	10/01/2020	\$2,514.00
00003261	H4363	JTK & ASSOCIATES	10/01/2020	\$1,275.00
00003262	H4557	JTM BAYOU, LLC	10/01/2020	\$1,468.00
00003263	H9029	JU, LIN J	10/01/2020	\$2,203.00
00003264	H2595	JU,FRED	10/01/2020	\$1,076.00
00003265	H4042	JUNG SUN NOH	10/01/2020	\$6,645.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00003266	H4077	JUNG SUN NOH	10/01/2020	\$827.00
00003267	H4078	JUNG SUN NOH	10/01/2020	\$1,351.00
00003268	H4467	KAID MALINDA INVESTMENT INC	10/01/2020	\$2,147.00
00003269	H4482	KAMAT, JAIDEEP	10/01/2020	\$1,443.00
00003270	H4758	KAO, JUN-WEI	10/01/2020	\$1,401.00
00003271	H3320	KASHI TRUST	10/01/2020	\$11,523.00
00003272	H4767	KATELLA FAMILY HOUSING PARTNER	10/01/2020	\$1,476.00
00003273	H3771	KATELLA MOBILE HOME ESTATES	10/01/2020	\$744.00
00003274	H3385	KAY VEE, LLC	10/01/2020	\$1,021.00
00003275	H3721	KCM INVESTMENTS, LLC	10/01/2020	\$2,205.00
00003276	H4696	KD RENT	10/01/2020	\$1,752.00
00003277	H1018	KEH, LU-YONG	10/01/2020	\$4,918.00
00003278	H4374	KEITH AND HOLLY CORPORATION	10/01/2020	\$853.00
00003279	H9030	KELLEY, ROBERT	10/01/2020	\$4,022.00
00003280	H3113	KENSINGTON GARDENS	10/01/2020	\$883.00
00003281	H1535	KHA, DAN VAN	10/01/2020	\$2,397.00
00003282	H2423	KHA,CAM MY	10/01/2020	\$1,753.00
00003283	H2624	KHEANG,SETH S	10/01/2020	\$2,311.00
00003284	H3727	KHUU, HENRY THAI	10/01/2020	\$1,374.00
00003285	H0890	KIM, DAVID S	10/01/2020	\$801.00
00003286	H4527	KIM, MELVIN LEE	10/01/2020	\$1,052.00
00003287	H9033	KIM, SON H	10/01/2020	\$5,195.00
00003288	H9031	KIM,HARRY H	10/01/2020	\$1,351.00
00003289	H9001	KING COUNTY HOUSING AUTHORITY	10/01/2020	\$2,643.78
00003290	H1797	KING INVESTMENT GROUP, INC	10/01/2020	\$3,571.00
00003291	H3591	KING, BERNARD	10/01/2020	\$1,284.00
00003292	H3567	KITSELMAN, KENT M	10/01/2020	\$1,388.00
00003293	H2960	KLUNK,MARILYN	10/01/2020	\$3,962.00
00003294	H2460	KNK PROPERTIES	10/01/2020	\$7,640.00
00003295	H4510	KPKK, LLC	10/01/2020	\$1,263.00
00003296	H0082	KUO, EDWARD	10/01/2020	\$492.00
00003297	H1193	KUO, EDWARD	10/01/2020	\$1,745.00
00003298	H4804	KURATA, SATOKO	10/01/2020	\$1,119.00
00003299	H4609	KURZ, JOAQUIN	10/01/2020	\$4,707.00
00003300	H4737	LA, TUYET B	10/01/2020	\$1,865.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00003301	H4712	LADERA WNG II, LLC	10/01/2020	\$2,539.00
00003302	H3611	LAGUNA HILLS TRAVELODGE, LLC	10/01/2020	\$34,990.00
00003303	H3793	LAGUNA STREET APARTMENTS, LLC	10/01/2020	\$1,984.00
00003304	H2636	LAKESIDE ASSOCIATION	10/01/2020	\$3,372.00
00003305	H4253	LALLY, JULIE	10/01/2020	\$1,614.00
00003306	H4526	LALLY, STEVE	10/01/2020	\$1,332.00
00003307	H3552	LAM, ANDRE	10/01/2020	\$1,586.00
00003308	H00028	LAM, ANH LAN	10/01/2020	\$1,200.00
00003309	H3711	LAM, CAM THI T	10/01/2020	\$1,131.00
00003310	H1224	LAM, CHAU	10/01/2020	\$6,472.00
00003311	H2396	LAM, HAI	10/01/2020	\$5,443.00
00003312	H4631	LAM, HUNG	10/01/2020	\$2,144.00
00003313	H4563	LAM, QUOC D	10/01/2020	\$1,892.00
00003314	H2168	LAM, THONG KIM	10/01/2020	\$2,819.00
00003315	H3400	LAM, TONY	10/01/2020	\$1,392.00
00003316	H2873	LAM,MAI	10/01/2020	\$1,156.00
00003317	H4752	LAM,THUY T	10/01/2020	\$989.00
00003318	H4454	LAMPLIGHTER VILLAGE APTS	10/01/2020	\$12,967.00
00003319	H4745	LAMPSON EP, LLC	10/01/2020	\$2,240.00
00003320	H4504	LAMY OANH, LLC	10/01/2020	\$6,072.00
00003321	H4663	LAS PALMAS APTS	10/01/2020	\$1,748.00
00003322	H4402	LAU, STEPHEN	10/01/2020	\$2,739.00
00003323	H3945	LAZENBY, JOHN	10/01/2020	\$2,671.00
00003324	H4471	LE MORNINGSIDE, LLC	10/01/2020	\$2,811.00
00003325	H4754	LE, ANH	10/01/2020	\$2,681.00
00003326	H4421	LE, BILL BQ	10/01/2020	\$1,407.00
00003327	H4601	LE, CHRIS	10/01/2020	\$916.00
00003328	H4634	LE, DANIEL	10/01/2020	\$1,338.00
00003329	H3748	LE, HIEN QUANG	10/01/2020	\$1,569.00
00003330	H4133	LE, HIEP THI	10/01/2020	\$2,464.00
00003331	H4134	LE, HUNG	10/01/2020	\$691.00
00003332	H1258	LE, JIMMY T	10/01/2020	\$1,887.00
00003333	H4555	LE, JOHN	10/01/2020	\$2,454.00
00003334	H4142	LE, JOHN TOAN	10/01/2020	\$2,793.00
00003335	H4480	LE, KIM CHI THI	10/01/2020	\$1,151.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00003336	H4462	LE, LAN V	10/01/2020	\$1,577.00
00003337	H4319	LE, LANH C	10/01/2020	\$1,647.00
00003338	H3542	LE, LANH VAN	10/01/2020	\$1,256.00
00003339	H3796	LE, LY PHUONG	10/01/2020	\$1,261.00
00003340	H3623	LE, MICHAEL	10/01/2020	\$2,335.00
00003341	H3725	LE, MY	10/01/2020	\$523.00
00003342	H0918	LE, NANCY NGAT THI	10/01/2020	\$3,217.00
00003343	H3416	LE, NGA	10/01/2020	\$1,992.00
00003344	H3687	LE, NGUYEN NHU	10/01/2020	\$1,009.00
00003345	H2950	LE, PHU THI NOC	10/01/2020	\$811.00
00003346	H4217	LE, PHUONG L	10/01/2020	\$602.00
00003347	H4428	LE, RICHARD TUANANH	10/01/2020	\$1,201.00
00003348	H0948	LE, STEPHANIE THU	10/01/2020	\$3,939.00
00003349	H3661	LE, THANH TIEN	10/01/2020	\$682.00
00003350	H0717	LE, TINA M	10/01/2020	\$1,077.00
00003351	H4695	LE, VANESSA	10/01/2020	\$1,485.00
00003352	H4502	LE, VICTOR	10/01/2020	\$1,741.00
00003353	H2548	LE,XAN NGOC	10/01/2020	\$1,043.00
00003354	H3447	LEDUC, MONIQUE	10/01/2020	\$2,166.00
00003355	H3946	LEE, DAVID OR TRINH	10/01/2020	\$1,264.00
00003356	H4547	LEMON GROVE, LP	10/01/2020	\$1,427.00
00003357	H1602	LEUNG, ROGER	10/01/2020	\$1,665.00
00003358	H4002	LI, SOL M	10/01/2020	\$1,828.00
00003359	H1533	LIN, DAVID	10/01/2020	\$2,484.00
00003360	H1616	LIN, EEL-YU	10/01/2020	\$854.00
00003361	H4344	LINCOLN VILLAS APT HOMES, LLC	10/01/2020	\$9,663.00
00003362	H4592	LINCOLN WOODS APARTMENTS	10/01/2020	\$2,109.00
00003363	H1960	LITTON, KATHERINE	10/01/2020	\$1,486.00
00003364	H2080	LLE, LLC	10/01/2020	\$972.00
00003365	H3888	LONG, TU-ANH & DUONG, TROY	10/01/2020	\$770.00
00003366	H3311	LOUIE, CINDY W	10/01/2020	\$1,882.00
00003367	H2120	LU, QUYNH THUY	10/01/2020	\$2,644.00
00003368	H1424	LUONG, KHANH	10/01/2020	\$1,345.00
00003369	H4603	LUONG, LONG DUC	10/01/2020	\$1,307.00
00003370	H4157	LUONG, TRA THI-PHUONG	10/01/2020	\$2,126.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00003371	H4572	LUU, ALLEN	10/01/2020	\$1,647.00
00003372	H3696	LUU, XUYEN	10/01/2020	\$1,513.00
00003373	H4669	LY, ANDY	10/01/2020	\$2,136.00
00003374	H3717	LY, DUC T	10/01/2020	\$909.00
00003375	H1613	LY, MING	10/01/2020	\$1,600.00
00003376	H3754	LY, TAN Q	10/01/2020	\$880.00
00003377	H3562	LY, THANH	10/01/2020	\$1,588.00
00003378	H3390	LY, TRANH	10/01/2020	\$4,830.00
00003379	H4154	LY, TUYEN X	10/01/2020	\$2,394.00
00003380	H6070	MADJE-STAMPER PATRICIA A MADJE	10/01/2020	\$6,788.00
00003381	H3201	MAI, ANN N	10/01/2020	\$2,520.00
00003382	H3996	MAI, FRANK	10/01/2020	\$1,736.00
00003383	H4308	MAI, JENNIE THUY	10/01/2020	\$2,433.00
00003384	H1499	MAI, LINDA	10/01/2020	\$1,360.00
00003385	H2451	MAI,CHUCK	10/01/2020	\$2,094.00
00003386	H4298	MAI-NGO, JAIMIE	10/01/2020	\$1,266.00
00003387	H4539	MANDAS, KONSTANTINOS P	10/01/2020	\$4,357.00
00003388	H4796	MANTAS, HARALAMBOS & GEORGIA	10/01/2020	\$1,976.00
00003389	H4818	MANTONG, LLOYD	10/01/2020	\$355.00
00003390	H6865	MARIPOSA PROPERTIES	10/01/2020	\$1,160.00
00003391	H4816	MATTAR REAL ESTATE INVESTMENT	10/01/2020	\$907.00
00003392	H7370	MAYER, LEOPOLD	10/01/2020	\$2,498.00
00003393	H2135	MC GOFF, JOHN	10/01/2020	\$1,020.00
00003394	H2842	MCGRATH, GRACE OR GERALD	10/01/2020	\$312.00
00003395	H8490	MCGRATH, GRACE OR GERALD	10/01/2020	\$2,364.00
00003396	H4793	MEAGHER FAMILY BYPASS TRUST	10/01/2020	\$776.00
00003397	H4794	MEAGHER, ELAINE	10/01/2020	\$1,091.00
00003398	H1653	MEAK, MANH	10/01/2020	\$1,201.00
00003399	H4435	MEHTA, JAGDISH P	10/01/2020	\$2,544.00
00003400	H4199	MERCY HOUSING CA XXVIII, LP	10/01/2020	\$651.00
00003401	H4404	MEYSENBURG, MAURICE F	10/01/2020	\$1,138.00
00003402	H3563	MIDWAY CAPITAL PARTNERS	10/01/2020	\$1,159.00
00003403	H2638	MIKE & KATHY LEE, LP	10/01/2020	\$2,873.00
00003404	H4568	MILLER, ROSEMARY	10/01/2020	\$1,381.00
00003405	H4814	MITTAL LEGACY, LP	10/01/2020	\$1,469.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00003406	H3256	MONARCH POINTE	10/01/2020	\$1,232.00
00003407	H3534	MONTEBELLO, ANTHONY	10/01/2020	\$1,352.00
00003408	H2976	MONTECITO VISTA APT HOMES	10/01/2020	\$1,271.00
00003409	H4658	MORALES, BACH	10/01/2020	\$2,395.00
00003410	H4715	MORNINGSIDE APTS, LLC	10/01/2020	\$7,482.00
00003411	H4812	MOTHE, UDAYA CHAITHANYA	10/01/2020	\$1,457.00
00003412	H3798	N & V DEVELOPMENT, LLC	10/01/2020	\$7,408.00
00003413	H2491	N&V DEVELOPMENT, LLC	10/01/2020	\$10,247.00
00003414	H2034	NACHAM, ABRAM B	10/01/2020	\$1,085.00
00003415	H2622	NAMSINH,PATRICK	10/01/2020	\$1,765.00
00003416	H4799	NAPO OF CALIFORNIA, LLC	10/01/2020	\$1,319.00
00003417	H3834	NEW HORIZONVIEW, LLC	10/01/2020	\$1,338.00
00003418	H3865	NEW KENYON APARTMENTS, LLC	10/01/2020	\$1,050.00
00003419	H3973	NEW TCNY, LLC RETIREMENT PLAN	10/01/2020	\$1,227.00
00003420	H4029	NEWPORT ESTATE EXPANSION, LLC	10/01/2020	\$1,301.00
00003421	H2745	NGHIEM, DALE XUAN	10/01/2020	\$1,100.00
00003422	H3956	NGHIEM, DANIEL	10/01/2020	\$21,498.00
00003423	H1921	NGO, DAVID	10/01/2020	\$1,466.00
00003424	H4751	NGO, DUNG T	10/01/2020	\$1,572.00
00003425	H3630	NGO, HONG DIEP LE	10/01/2020	\$938.00
00003426	H0314	NGO, LOC T	10/01/2020	\$802.00
00003427	H4550	NGO, TAMMY	10/01/2020	\$1,090.00
00003428	H4691	NGUYEN, AN MANH	10/01/2020	\$1,682.00
00003429	H4719	NGUYEN, ANA-KARINA A	10/01/2020	\$1,237.00
00003430	H4645	NGUYEN, ANDREA	10/01/2020	\$1,363.00
00003431	H3734	NGUYEN, ANDREW Q	10/01/2020	\$1,929.00
00003432	H4401	NGUYEN, ANH	10/01/2020	\$1,293.00
00003433	H1938	NGUYEN, ANH-DAO	10/01/2020	\$1,069.00
00003434	H3749	NGUYEN, ANTHONY	10/01/2020	\$1,278.00
00003435	H1457	NGUYEN, BINH NGOC	10/01/2020	\$2,621.00
00003436	H1430	NGUYEN, BINH QUOC	10/01/2020	\$2,958.00
00003437	H3958	NGUYEN, BRIAN BAO-KHA	10/01/2020	\$2,520.00
00003438	H4297	NGUYEN, CALVIN H	10/01/2020	\$2,134.00
00003439	H3248	NGUYEN, CHARLIE	10/01/2020	\$1,416.00
00003440	H4511	NGUYEN, CHRISTINE	10/01/2020	\$1,095.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00003441	H2274	NGUYEN, CHRISTOPHER	10/01/2020	\$1,692.00
00003442	H3777	NGUYEN, CHUONG	10/01/2020	\$1,255.00
00003443	H9043	NGUYEN, CUONG	10/01/2020	\$2,275.00
00003444	H4641	NGUYEN, DAN	10/01/2020	\$1,153.00
00003445	H4569	NGUYEN, DAT	10/01/2020	\$1,602.00
00003446	H4015	NGUYEN, DAVID / HA, LOAN T	10/01/2020	\$1,598.00
00003447	H4565	NGUYEN, DEBBY & TRAN, RICHARD	10/01/2020	\$1,445.00
00003448	H1881	NGUYEN, DIEM-THUY	10/01/2020	\$1,584.00
00003449	H4558	NGUYEN, DONG	10/01/2020	\$1,363.00
00003450	H4679	NGUYEN, DUNG KIM	10/01/2020	\$1,809.00
00003451	H3872	NGUYEN, DUONG	10/01/2020	\$1,891.00
00003452	H1143	NGUYEN, DZUNG DAN	10/01/2020	\$2,502.00
00003453	H2551	NGUYEN, ERIC	10/01/2020	\$1,610.00
00003454	H4621	NGUYEN, HANG	10/01/2020	\$1,946.00
00003455	H3953	NGUYEN, HANH V	10/01/2020	\$1,825.00
00003456	H3370	NGUYEN, HAO & HUONG T	10/01/2020	\$850.00
00003457	H1446	NGUYEN, HOA THI OR NGUYEN, JOS	10/01/2020	\$5,279.00
00003458	H4514	NGUYEN, HOAN VAN	10/01/2020	\$1,044.00
00003459	H4460	NGUYEN, HUAN NGOC	10/01/2020	\$1,224.00
00003460	H4479	NGUYEN, HUE THI	10/01/2020	\$1,226.00
00003461	H3276	NGUYEN, HUNG	10/01/2020	\$1,161.00
00003462	H4235	NGUYEN, HUNG X	10/01/2020	\$1,496.00
00003463	H3870	NGUYEN, HUONG THY OR PHAM, TIE	10/01/2020	\$1,398.00
00003464	H00039	NGUYEN, JANET	10/01/2020	\$2,738.00
00003465	H3242	NGUYEN, JEANNIE	10/01/2020	\$1,332.00
00003466	H3241	NGUYEN, JULIE	10/01/2020	\$1,341.00
00003467	H4638	NGUYEN, JULIE MAI	10/01/2020	\$1,459.00
00003468	H4697	NGUYEN, KEVIN	10/01/2020	\$2,156.00
00003469	H4285	NGUYEN, KHAI HUE	10/01/2020	\$2,726.00
00003470	H3497	NGUYEN, KHANH DANG	10/01/2020	\$1,112.00
00003471	H4419	NGUYEN, KHOI	10/01/2020	\$1,600.00
00003472	H3149	NGUYEN, KIEN	10/01/2020	\$4,575.00
00003473	H4652	NGUYEN, KIEN THI	10/01/2020	\$1,657.00
00003474	H3919	NGUYEN, KIMCHI THI	10/01/2020	\$346.00
00003475	H4713	NGUYEN, LAN HUONG	10/01/2020	\$1,745.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00003476	H4195	NGUYEN, LANIE	10/01/2020	\$3,195.00
00003477	H4700	NGUYEN, LE B	10/01/2020	\$1,705.00
00003478	H1687	NGUYEN, LINDA	10/01/2020	\$3,284.00
00003479	H4079	NGUYEN, LINDA LIEN	10/01/2020	\$1,437.00
00003480	H2331	NGUYEN, LONG HUYEN DAC	10/01/2020	\$5,324.00
00003481	H4478	NGUYEN, LUONG	10/01/2020	\$1,392.00
00003482	H1380	NGUYEN, LYNDA	10/01/2020	\$3,963.00
00003483	H3183	NGUYEN, MAI H	10/01/2020	\$2,056.00
00003484	H2391	NGUYEN, MAN M	10/01/2020	\$1,339.00
00003485	H3526	NGUYEN, MICHAEL THANG	10/01/2020	\$1,852.00
00003486	H4738	NGUYEN, MINH	10/01/2020	\$1,452.00
00003487	H4782	NGUYEN, MY CHAU	10/01/2020	\$1,345.00
00003488	H00040	NGUYEN, MY DUNG THI	10/01/2020	\$3,828.00
00003489	H3613	NGUYEN, MY THI	10/01/2020	\$1,049.00
00003490	H0907	NGUYEN, MYLY	10/01/2020	\$1,500.00
00003491	H3170	NGUYEN, MYRA D	10/01/2020	\$2,799.00
00003492	H1717	NGUYEN, NANCY	10/01/2020	\$5,869.00
00003493	H3713	NGUYEN, NANCY	10/01/2020	\$1,179.00
00003494	H1899	NGUYEN, NGHI	10/01/2020	\$2,317.00
00003495	H1298	NGUYEN, NGHIA	10/01/2020	\$1,319.00
00003496	H4744	NGUYEN, NGOC	10/01/2020	\$1,709.00
00003497	H4469	NGUYEN, OSCAR THUAN	10/01/2020	\$2,148.00
00003498	H4423	NGUYEN, PETER	10/01/2020	\$3,838.00
00003499	H4414	NGUYEN, PHONG	10/01/2020	\$1,334.00
00003500	H4711	NGUYEN, PHONG	10/01/2020	\$1,948.00
00003501	H2197	NGUYEN, PHUONG MY THI	10/01/2020	\$9,879.00
00003502	H4439	NGUYEN, QUAN	10/01/2020	\$1,197.00
00003503	H3853	NGUYEN, QUANG M	10/01/2020	\$660.00
00003504	H4680	NGUYEN, SHAWN B	10/01/2020	\$1,881.00
00003505	H4559	NGUYEN, SKY	10/01/2020	\$2,464.00
00003506	H3185	NGUYEN, SON DINH	10/01/2020	\$1,170.00
00003507	H4118	NGUYEN, STEVE	10/01/2020	\$1,267.00
00003508	H3425	NGUYEN, STEVEN	10/01/2020	\$1,044.00
00003509	H4670	NGUYEN, STEVEN	10/01/2020	\$1,892.00
00003510	H4340	NGUYEN, STEVENS	10/01/2020	\$1,674.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00003511	H3317	NGUYEN, TAM N	10/01/2020	\$1,395.00
00003512	H4774	NGUYEN, TAN QUOC VIET	10/01/2020	\$2,442.00
00003513	H3373	NGUYEN, THAI DUC	10/01/2020	\$1,940.00
00003514	H4586	NGUYEN, THANG XUAN	10/01/2020	\$964.00
00003515	H3978	NGUYEN, THANH-LE	10/01/2020	\$2,007.00
00003516	H3313	NGUYEN, THANH-NHAN	10/01/2020	\$304.00
00003517	H3755	NGUYEN, THINH QUOC	10/01/2020	\$1,315.00
00003518	H4749	NGUYEN, THOMAS	10/01/2020	\$2,455.00
00003519	H4734	NGUYEN, THU-DUNG TRAN	10/01/2020	\$1,900.00
00003520	H1302	NGUYEN, THUY	10/01/2020	\$1,400.00
00003521	H3882	NGUYEN, THUY	10/01/2020	\$1,851.00
00003522	H4772	NGUYEN, THUY	10/01/2020	\$2,187.00
00003523	H3331	NGUYEN, THUYHUONG THI	10/01/2020	\$1,278.00
00003524	H9045	NGUYEN, TIEP	10/01/2020	\$1,845.00
00003525	H2473	NGUYEN, TIMMY	10/01/2020	\$2,958.00
00003526	H4611	NGUYEN, TOM ANH	10/01/2020	\$771.00
00003527	H4349	NGUYEN, TRACY TRUC	10/01/2020	\$898.00
00003528	H4805	NGUYEN, TRAM ANH	10/01/2020	\$1,372.00
00003529	H4636	NGUYEN, TRANG	10/01/2020	\$1,864.00
00003530	H3469	NGUYEN, TUAN HOANG	10/01/2020	\$1,695.00
00003531	H4243	NGUYEN, TUAN NGOC	10/01/2020	\$1,927.00
00003532	H3737	NGUYEN, TUNG QUOC	10/01/2020	\$2,247.00
00003533	H4069	NGUYEN, TUNG XUAN	10/01/2020	\$1,348.00
00003534	H4677	NGUYEN, TUONG LAN DAI	10/01/2020	\$1,864.00
00003535	H4643	NGUYEN, TUYET MAI	10/01/2020	\$1,238.00
00003536	H1937	NGUYEN, TUYET TRINH	10/01/2020	\$1,506.00
00003537	H4166	NGUYEN, TUYET TRINH	10/01/2020	\$1,156.00
00003538	H4766	NGUYEN, UYEN	10/01/2020	\$1,688.00
00003539	H3655	NGUYEN, VAN HUY	10/01/2020	\$1,842.00
00003540	H3852	NGUYEN, VANANH & DO, SOAN P	10/01/2020	\$2,022.00
00003541	H4570	NGUYEN, VIVIAN	10/01/2020	\$1,152.00
00003542	H4755	NGUYEN, VY & THI	10/01/2020	\$1,469.00
00003543	H2501	NGUYEN,CANG	10/01/2020	\$1,182.00
00003544	H2550	NGUYEN,CUONG CHI	10/01/2020	\$4,615.00
00003545	H2337	NGUYEN,DUNG VAN	10/01/2020	\$1,117.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00003546	H3012	NGUYEN,HAN	10/01/2020	\$1,026.00
00003547	H1766	NGUYEN,HUNG C	10/01/2020	\$1,711.00
00003548	H3061	NGUYEN,HUY	10/01/2020	\$2,108.00
00003549	H3096	NGUYEN,HUYEN TT	10/01/2020	\$4,311.00
00003550	H2956	NGUYEN,JAMES	10/01/2020	\$1,180.00
00003551	H1552	NGUYEN,LAN PHUONG THI	10/01/2020	\$2,241.00
00003552	H2409	NGUYEN,LAN-NGOC	10/01/2020	\$1,362.00
00003553	H3086	NGUYEN,LANI LAN T	10/01/2020	\$1,137.00
00003554	H2812	NGUYEN,MINH NGOC	10/01/2020	\$1,453.00
00003555	H2879	NGUYEN,PAULINE KIMPHUNG	10/01/2020	\$3,367.00
00003556	H2511	NGUYEN,PERRY	10/01/2020	\$1,195.00
00003557	H2637	NGUYEN,THANH	10/01/2020	\$3,442.00
00003558	H2610	NGUYEN,THANH-TUYEN	10/01/2020	\$2,122.00
00003559	H2479	NGUYEN,THINH THI	10/01/2020	\$6,780.00
00003560	H2561	NGUYEN,TIFFANY	10/01/2020	\$2,894.00
00003561	H2885	NGUYEN,TIM	10/01/2020	\$1,516.00
00003562	H3070	NGUYEN,WIN	10/01/2020	\$1,557.00
00003563	H2912	NGUYEN,XUAN YEN	10/01/2020	\$1,142.00
00003564	H3366	NGUYEN-LAM, PHIYEN TERESA	10/01/2020	\$1,510.00
00003565	H3802	NGUYEN-THIEN-NH, DIANA	10/01/2020	\$2,534.00
00003566	H4725	NIGUEL EQUITY PARTNERS, LLC	10/01/2020	\$1,474.00
00003567	H2681	NNT PROPERTIES, LLC	10/01/2020	\$1,816.00
00003568	H00029	WALNUT-MCFADDEN INVESTMENT CO.	10/01/2020	\$1,035.00
00003569	H3952	NORMANDY APARTMENTS, LLC	10/01/2020	\$992.00
00003570	H1141	OLIVEWOOD APTS	10/01/2020	\$1,222.00
00003571	H3822	OLSEN, MARIEL J	10/01/2020	\$1,253.00
00003572	H00030	FAIRECREST REAL ESTATE, LLC	10/01/2020	\$1,328.00
00003573	H4597	OMDAHL, JOHN	10/01/2020	\$1,658.00
00003574	H9048	ORANGE COUNTY COMMUNITY HOUSIN	10/01/2020	\$29,721.00
00003575	H1622	ORANGE TREE APTS	10/01/2020	\$13,431.00
00003576	H4761	ORRWAY APTS HOMES, LLC	10/01/2020	\$1,472.00
00003577	H2516	OZAKI,SUIKO	10/01/2020	\$1,349.00
00003578	H4495	P & J PROPERTY MANAGEMENT	10/01/2020	\$2,668.00
00003579	H1776	PAHU, BRADRAKUMAR L	10/01/2020	\$2,466.00
00003580	H4577	PALM COURT APARTMENTS	10/01/2020	\$1,426.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00003581	H1328	PALM ISLAND	10/01/2020	\$12,441.00
00003582	H4335	PALM VISTA APTS - RENTAL OFFIC	10/01/2020	\$1,113.00
00003583	H4477	PARISIAN APARTMENTS, LP	10/01/2020	\$1,243.00
00003584	H4487	PARK LANDING APARTMENTS	10/01/2020	\$1,286.00
00003585	H0254	PARK PLACE APTS LLP	10/01/2020	\$5,805.00
00003586	H4307	PARK, JIN	10/01/2020	\$1,500.00
00003587	H8794	PATEL DILIP M	10/01/2020	\$4,213.00
00003588	H3249	PATEL, SMITA DIPAK	10/01/2020	\$1,176.00
00003589	H3111	PELICAN INVESTMENTS #6, LLC	10/01/2020	\$3,065.00
00003590	H4370	PELICAN INVESTMENTS #8, LLC	10/01/2020	\$1,707.00
00003591	H3544	PELICAN INVESTMENTS, LLC	10/01/2020	\$671.00
00003592	H3386	PETITE ELISE, LLC	10/01/2020	\$1,738.00
00003593	H4176	PHAM, BINH Q	10/01/2020	\$1,517.00
00003594	H4210	PHAM, CAROLINE	10/01/2020	\$2,944.00
00003595	H3408	PHAM, CHIEN DINH	10/01/2020	\$1,154.00
00003596	H4743	PHAM, CHINH VAN	10/01/2020	\$1,639.00
00003597	H1651	PHAM, DAVID DUNG	10/01/2020	\$3,141.00
00003598	H9709	PHAM, DAVID LINH	10/01/2020	\$2,051.00
00003599	H4398	PHAM, DUNG TIEN	10/01/2020	\$1,440.00
00003600	H3912	PHAM, HIEU	10/01/2020	\$1,877.00
00003601	H1080	PHAM, HOANG	10/01/2020	\$4,040.00
00003602	H2305	PHAM, KHANG	10/01/2020	\$992.00
00003603	H1971	PHAM, KHANH CONG	10/01/2020	\$1,762.00
00003604	H1117	PHAM, KIM ANH OR PHAM, LUCY	10/01/2020	\$3,534.00
00003605	H0788	PHAM, LAN VAN	10/01/2020	\$2,870.00
00003606	H4095	PHAM, LIEN	10/01/2020	\$1,297.00
00003607	H2243	PHAM, MINH VAN	10/01/2020	\$1,627.00
00003608	H4033	PHAM, NGHIA	10/01/2020	\$1,474.00
00003609	H4724	PHAM, NHAC T	10/01/2020	\$1,642.00
00003610	H4683	PHAM, PAULINE TRAM	10/01/2020	\$1,558.00
00003611	H3773	PHAM, PHUONG T	10/01/2020	\$1,281.00
00003612	H4501	PHAM, QUYNH GIAO	10/01/2020	\$2,663.00
00003613	H3786	PHAM, QUYNH-ANH HOANG	10/01/2020	\$1,737.00
00003614	H4213	PHAM, SON THAI	10/01/2020	\$2,520.00
00003615	H3302	PHAM, THANH QUOC	10/01/2020	\$3,518.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00003616	H2255	PHAM, TIM	10/01/2020	\$2,942.00
00003617	H4651	PHAM, TRANG	10/01/2020	\$2,290.00
00003618	H2065	PHAM, TRI	10/01/2020	\$2,140.00
00003619	H4593	PHAM, TRUONG TAI	10/01/2020	\$2,291.00
00003620	H4105	PHAM, TUAN A	10/01/2020	\$1,208.00
00003621	H4537	PHAM, TUAN A	10/01/2020	\$945.00
00003622	H3880	PHAM, VAN LOAN THI	10/01/2020	\$981.00
00003623	H4503	PHAM, VERONIQUE	10/01/2020	\$1,470.00
00003624	H3967	PHAM, VU	10/01/2020	\$912.00
00003625	H2328	PHAM, XUANNHA T	10/01/2020	\$1,092.00
00003626	H0595	PHAM,HAI MINH	10/01/2020	\$8,985.00
00003627	H1932	PHAM,HELEN	10/01/2020	\$1,025.00
00003628	H0651	PHAM,QUANG	10/01/2020	\$1,467.00
00003629	H4685	PHAN, KATHY	10/01/2020	\$2,382.00
00003630	H4188	PHAN, OANH	10/01/2020	\$3,737.00
00003631	H4781	PHAN, STEVEN	10/01/2020	\$1,436.00
00003632	H4408	PHAN, TAMMY	10/01/2020	\$1,537.00
00003633	H3820	PHAN, THANH T	10/01/2020	\$518.00
00003634	H4768	PHAN, TRUNG QUANG	10/01/2020	\$1,303.00
00003635	H3257	PHAN,DON	10/01/2020	\$1,291.00
00003636	H1101	PHAN,TOAN CONG	10/01/2020	\$1,189.00
00003637	H3698	PHARN, ART S	10/01/2020	\$2,280.00
00003638	H4701	PHI, ANH	10/01/2020	\$2,108.00
00003639	H2863	PINE TREE PROPERTY, LLC	10/01/2020	\$985.00
00003640	H3505	PJP PROPERTIES, LLC	10/01/2020	\$1,405.00
00003641	H1493	PLAZA PATRIA COURT LTD	10/01/2020	\$1,125.00
00003642	H4214	PLYMOUTH HRA	10/01/2020	\$494.05
00003643	H3769	PNB GREEN EXPANSION MGMT, LLC	10/01/2020	\$2,883.00
00003644	H4384	POKAL, SAILESH	10/01/2020	\$1,072.00
00003645	H4795	POST STERLING COURT, LP	10/01/2020	\$1,117.00
00003646	H0182	POWELL, LEO OR DEBORAH	10/01/2020	\$2,233.00
00003647	H3668	PRINCE NEW HORIZON VILLAGE	10/01/2020	\$5,001.00
00003648	H1967	PUGH, RONNIE	10/01/2020	\$868.00
00003649	H2078	QUACH, JAMIE	10/01/2020	\$1,062.00
00003650	H4306	QUACH, SAN T	10/01/2020	\$1,286.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00003651	H3994	QUAN, DERRICK WILLIAM	10/01/2020	\$1,452.00
00003652	H4357	QUAN, VAN-LAN	10/01/2020	\$2,644.00
00003653	H1448	QUINN, GARY L	10/01/2020	\$817.00
00003654	H2458	RATANJEE, D M	10/01/2020	\$1,021.00
00003655	H0978	RAVART PACIFIC, LP	10/01/2020	\$1,009.00
00003656	H3808	RAVENWOOD PROPERTIES, LLC	10/01/2020	\$1,347.00
00003657	H4801	RBJ INVESTMENTS CORP	10/01/2020	\$1,153.00
00003658	H4684	RED BLOSSOM INVESTMENTS, LLC	10/01/2020	\$1,332.00
00003659	H3184	REED, ROGER LEE	10/01/2020	\$2,081.00
00003660	H3573	REO INTERNATIONAL CORPORATION	10/01/2020	\$1,111.00
00003661	H4932	REYES, RAYMOND	10/01/2020	\$1,143.00
00003662	H3541	ROANOKE INC	10/01/2020	\$1,393.00
00003663	H1100	ROBERTA APTS, LP	10/01/2020	\$2,117.00
00003664	H3186	ROCEL PROPERTIES MGMT INC	10/01/2020	\$1,233.00
00003665	H1303	RODRIGUEZ,ALBERT/PATRICIA	10/01/2020	\$763.00
00003666	H3631	ROSSIGNOL, CHARLENE	10/01/2020	\$906.00
00003667	H1149	SABUNJIAN, MIHRAN	10/01/2020	\$9,013.00
00003668	H4231	SALSOL PROPERTIES, LLC	10/01/2020	\$2,091.00
00003669	H4823	SALVATORE LARDERUCCIO LIVING T	10/01/2020	\$1,126.00
00003670	H4201	SAN MARCO APTS	10/01/2020	\$1,412.00
00003671	H4681	SAN MARINO	10/01/2020	\$668.00
00003672	H0858	SARGENT, PAT	10/01/2020	\$1,363.00
00003673	H3340	SCHLEIFER, JILL ANN	10/01/2020	\$2,582.00
00003674	H4376	SCOTT G JOE	10/01/2020	\$966.00
00003675	H3528	SCULLIN, ALFRED L	10/01/2020	\$1,387.00
00003676	H3151	SEO, LISA & BRYAN	10/01/2020	\$1,372.00
00003677	H2952	SERNA,ALVINA	10/01/2020	\$656.00
00003678	H4072	SERRANO WOODS, LP	10/01/2020	\$583.00
00003679	H4546	SHIH, MOLLY	10/01/2020	\$1,698.00
00003680	H3699	SHREEVES PROPERTIES, LLC	10/01/2020	\$4,427.00
00003681	H3779	SIGEL, IRV D	10/01/2020	\$1,636.00
00003682	H4150	SILVER COVE APARTMENTS, LP	10/01/2020	\$1,173.00
00003683	H4451	SILVERSTEIN, IRVIN	10/01/2020	\$823.00
00003684	H1182	SINGING TREE	10/01/2020	\$1,335.00
00003685	H3459	SIU, BAY	10/01/2020	\$1,409.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00003686	H4778	SOCP, LLC	10/01/2020	\$1,418.00
00003687	H1686	SPEARS, JAMES	10/01/2020	\$1,163.00
00003688	H4145	SPRINGDALE STREET APARTMENTS	10/01/2020	\$2,476.00
00003689	H3835	SPRINGSIDE, LLC	10/01/2020	\$7,156.00
00003690	H3038	STANTON GROUP THREE, LLC	10/01/2020	\$7,016.00
00003691	H4566	STANTON GROUP, LLC	10/01/2020	\$1,957.00
00003692	H1277	STEWART PROPERTIES	10/01/2020	\$1,125.00
00003693	H0403	STIDHAM,ERICA	10/01/2020	\$4,162.00
00003694	H0359	STUART DRIVE/ROSE GARDEN APTS	10/01/2020	\$91,142.00
00003695	H1147	SU, UN	10/01/2020	\$2,274.00
00003696	H2049	SUNGROVE SENIOR APTS	10/01/2020	\$21,563.00
00003697	H3805	SUNNYGATE, LLC	10/01/2020	\$2,569.00
00003698	H3766	SUNRISE VILLAGE PROPERTIES, LL	10/01/2020	\$7,846.00
00003699	H2822	SUNWISE PROPERTIES, LLC	10/01/2020	\$725.00
00003700	H4484	SWEIDA, EMILE J	10/01/2020	\$1,165.00
00003701	H4543	SYCAMORE COURT APARTMENTS	10/01/2020	\$10,087.00
00003702	H4178	T AND G TRANG'S CREDIT TRUST U	10/01/2020	\$2,548.00
00003703	H4449	TA, VINH	10/01/2020	\$2,218.00
00003704	H4081	TAHAMI, ALI	10/01/2020	\$2,017.00
00003705	H3614	TAMERLANE APARTMENTS	10/01/2020	\$1,028.00
00003706	H2487	TAMERLANE ASSOCIATES, LLC	10/01/2020	\$2,539.00
00003707	H3432	TANG, ENLIANG T	10/01/2020	\$1,232.00
00003708	H3527	TDT WASHINGTON, LLC	10/01/2020	\$2,102.00
00003709	H4653	TH 12622 MORNINGSIDE, LLC	10/01/2020	\$1,081.00
00003710	H2875	THACH,HENRY	10/01/2020	\$2,405.00
00003711	H4731	THAI, LYNN	10/01/2020	\$1,311.00
00003712	H4628	THAI, PAULA	10/01/2020	\$3,380.00
00003713	H2975	THE BERNTH FAMILY TRUST	10/01/2020	\$2,645.00
00003714	H4388	THE CORINTHIAN APARTMENTS	10/01/2020	\$806.00
00003715	H4391	THE FLORENTINE APTS	10/01/2020	\$1,766.00
00003716	H2990	THE GROVE SENIOR APARTMENTS	10/01/2020	\$42,012.00
00003717	H4759	THE KELVIN APARTMENTS	10/01/2020	\$1,731.00
00003718	H4390	THE MEDITERRANEAN APTS	10/01/2020	\$997.00
00003719	H1007	THE ROSE GARDEN APTS	10/01/2020	\$8,668.00
00003720	H4633	THSW PARTNERS, LLC	10/01/2020	\$6,362.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00003721	H3260	THULSIRAJ, ANA MARIA	10/01/2020	\$2,078.00
00003722	H4599	TIC INVESTMENT COMPANY, LLC	10/01/2020	\$4,121.00
00003723	H4600	TIC INVESTMENT COMPANY, LLC	10/01/2020	\$1,124.00
00003724	H4494	TLHA DOTY, LLC	10/01/2020	\$2,769.00
00003725	H4219	TLHA PALM, LLC	10/01/2020	\$2,122.00
00003726	H3827	TN INVESTMENTS GROUP, LLC	10/01/2020	\$10,341.00
00003727	H3828	TN INVESTMENTS GROUP, LLC	10/01/2020	\$2,567.00
00003728	H3829	TN INVESTMENTS GROUP, LLC	10/01/2020	\$1,165.00
00003729	H3830	TN INVESTMENTS GROUP, LLC	10/01/2020	\$4,300.00
00003730	H3831	TN INVESTMENTS GROUP, LLC	10/01/2020	\$1,248.00
00003731	H3939	TN INVESTMENTS PROPERTIES, LLC	10/01/2020	\$23,353.00
00003732	H4753	TNL PROPERTY, LLC	10/01/2020	\$2,224.00
00003733	H1212	TO, KIMTRUNG THI	10/01/2020	\$1,344.00
00003734	H0855	TO, VAN THU	10/01/2020	\$5,440.00
00003735	H4492	TOC TOC, LLC	10/01/2020	\$3,342.00
00003736	H3377	TON, TAP THAT	10/01/2020	\$1,800.00
00003737	H1454	TON,KHANH	10/01/2020	\$2,211.00
00003738	H4041	TONNU, JOANNE C	10/01/2020	\$2,527.00
00003739	H3902	TOPADVANCED, LLC	10/01/2020	\$3,555.00
00003740	H1789	TRAN'S APARTMENTS	10/01/2020	\$4,311.00
00003741	H4099	TRAN, ANDREW	10/01/2020	\$1,452.00
00003742	H4407	TRAN, ANDREW	10/01/2020	\$3,445.00
00003743	H7723	TRAN, ANH TUYET T	10/01/2020	\$1,076.00
00003744	H4727	TRAN, ANNA THI	10/01/2020	\$1,137.00
00003745	H4012	TRAN, CATHY	10/01/2020	\$1,413.00
00003746	H4798	TRAN, CHRISTINE LINH	10/01/2020	\$1,306.00
00003747	H2027	TRAN, FREDERICK M	10/01/2020	\$1,218.00
00003748	H4541	TRAN, HANG	10/01/2020	\$1,356.00
00003749	H3646	TRAN, HENRY	10/01/2020	\$1,305.00
00003750	H1203	TRAN, HIEP OR TRAN, JACLYN	10/01/2020	\$3,293.00
00003751	H3554	TRAN, HO VAN	10/01/2020	\$4,366.00
00003752	H3896	TRAN, HOA	10/01/2020	\$1,413.00
00003753	H3142	TRAN, HOA THU	10/01/2020	\$1,216.00
00003754	H3456	TRAN, HUNG QUOC	10/01/2020	\$1,122.00
00003755	H3403	TRAN, JANE	10/01/2020	\$1,108.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00003756	H4270	TRAN, JIM DUC	10/01/2020	\$1,555.00
00003757	H4698	TRAN, JOHNNY	10/01/2020	\$2,237.00
00003758	H4251	TRAN, JOSEPH QUANG	10/01/2020	\$462.00
00003759	H4499	TRAN, JOSEPHINE	10/01/2020	\$1,870.00
00003760	H4158	TRAN, KEVIN THANH	10/01/2020	\$1,327.00
00003761	H3517	TRAN, KIM VAN	10/01/2020	\$1,243.00
00003762	H4276	TRAN, LAY THI	10/01/2020	\$1,610.00
00003763	H4130	TRAN, LOC H	10/01/2020	\$2,062.00
00003764	H4441	TRAN, LUAN D	10/01/2020	\$948.00
00003765	H3775	TRAN, LUCIA THUY	10/01/2020	\$941.00
00003766	H4602	TRAN, MAI	10/01/2020	\$3,056.00
00003767	H3442	TRAN, MARY	10/01/2020	\$1,185.00
00003768	H4732	TRAN, MINH	10/01/2020	\$1,557.00
00003769	H4059	TRAN, MY T	10/01/2020	\$2,266.00
00003770	H4687	TRAN, NGAN	10/01/2020	\$3,153.00
00003771	H3211	TRAN, NGOC THI	10/01/2020	\$1,545.00
00003772	H4378	TRAN, NHUT NGUYEN	10/01/2020	\$3,165.00
00003773	H4216	TRAN, SONNY	10/01/2020	\$813.00
00003774	H3530	TRAN, TAM ANH	10/01/2020	\$1,977.00
00003775	H4198	TRAN, TAM MINH	10/01/2020	\$1,640.00
00003776	H3742	TRAN, THERESA T	10/01/2020	\$1,595.00
00003777	H3744	TRAN, THERESA T	10/01/2020	\$1,136.00
00003778	H4291	TRAN, THONG	10/01/2020	\$1,449.00
00003779	H3371	TRAN, THU HUONG THI	10/01/2020	\$824.00
00003780	H4394	TRAN, TIM	10/01/2020	\$1,331.00
00003781	H4573	TRAN, TINA	10/01/2020	\$2,625.00
00003782	H00025	TRAN, TONY	10/01/2020	\$1,581.00
00003783	H3709	TRAN, TRI	10/01/2020	\$1,355.00
00003784	H4507	TRAN, TRUNG H	10/01/2020	\$1,279.00
00003785	H3163	TRAN, TRUYEN & HELEN	10/01/2020	\$2,052.00
00003786	H3220	TRAN, TU	10/01/2020	\$1,416.00
00003787	H4265	TRAN, VAN	10/01/2020	\$772.00
00003788	H3253	TRAN, VICTORIA	10/01/2020	\$1,062.00
00003789	H0386	TRAN,BAU	10/01/2020	\$976.00
00003790	H3227	TRAN,PAUL TUAN DUC	10/01/2020	\$1,378.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00003791	H2712	TRAN,PHUONG THUY	10/01/2020	\$1,600.00
00003792	H1903	TRAN,THU-HANG	10/01/2020	\$3,333.00
00003793	H2776	TRAN,TUAN HUY	10/01/2020	\$1,270.00
00003794	H1166	TRANG, TOM	10/01/2020	\$2,530.00
00003795	H4136	TRIEU, HONG QUANG	10/01/2020	\$1,065.00
00003796	H4266	TRIEU, NANCY	10/01/2020	\$1,327.00
00003797	H2231	TRINH, EMMA	10/01/2020	\$1,072.00
00003798	H4055	TRINH, HAI	10/01/2020	\$1,662.00
00003799	H3759	TRINH, THANH-MAI	10/01/2020	\$1,942.00
00003800	H4356	TRINH, TUAN	10/01/2020	\$1,399.00
00003801	H0536	TRINH, TUNG XUAN	10/01/2020	\$1,510.00
00003802	H3993	TRUONG, DUNG T	10/01/2020	\$291.00
00003803	H4476	TRUONG, HANH NGOC	10/01/2020	\$601.00
00003804	H4780	TRUONG, KENNY N	10/01/2020	\$2,240.00
00003805	H4162	TRUONG, KHOA BUU	10/01/2020	\$1,371.00
00003806	H4575	TRUONG, STEVE OR HO, NATALIE	10/01/2020	\$1,425.00
00003807	H4704	TRUONG, TOMMY	10/01/2020	\$1,600.00
00003808	H2729	TRUONG,QUYEN MY	10/01/2020	\$1,416.00
00003809	H1813	TSAI,CAROLINE	10/01/2020	\$3,079.00
00003810	H4445	TSAO, YUNGLIN & SHU-MEI	10/01/2020	\$1,205.00
00003811	H3867	TU BI THIEN TAM	10/01/2020	\$1,768.00
00003812	H8168	TUDOR GROVE	10/01/2020	\$72,769.00
00003813	H4536	TUSTIN AFFORDABLE HOUSING	10/01/2020	\$1,361.00
00003814	H4030	TUSTIN SOUTHERN APTS - OFFICE	10/01/2020	\$1,541.00
00003815	H9100	V W PROPERTY	10/01/2020	\$4,464.00
00003816	H1541	VALDEZ, CONNIE	10/01/2020	\$1,138.00
00003817	H0300	VALLEY VIEW SENIOR APTS	10/01/2020	\$24,439.00
00003818	H0814	VAN, MINH XUONG	10/01/2020	\$619.00
00003819	H4661	VAN, RONALD	10/01/2020	\$2,626.00
00003820	H2755	VAZQUEZ,ARTURO ENRIQUEZ	10/01/2020	\$2,274.00
00003821	H4392	VERSAILLES APTS	10/01/2020	\$2,877.00
00003822	H4647	VILLA BARCELONA APTS	10/01/2020	\$1,653.00
00003823	H4809	VINE FULLER, LLC	10/01/2020	\$1,215.00
00003824	H4553	VINTAGE CANYON SR APTS	10/01/2020	\$1,048.00
00003825	H4625	VINTAGE FLAGSHIP, LLC	10/01/2020	\$2,605.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00003826	H4185	VIRAMONTES, ARTHUR E	10/01/2020	\$1,076.00
00003827	H3689	VJ SURGICAL, LLC	10/01/2020	\$1,063.00
00003828	H3628	VLE RENTAL, LLC	10/01/2020	\$5,112.00
00003829	H3132	VO, HUNG MINH	10/01/2020	\$2,143.00
00003830	H4205	VO, JEFF	10/01/2020	\$1,148.00
00003831	H4821	VO, JEFFREY Q	10/01/2020	\$1,532.00
00003832	H2134	VO, KHANH MAI	10/01/2020	\$4,380.00
00003833	H4531	VO, LOAN	10/01/2020	\$1,714.00
00003834	H3938	VO, LOC ANH	10/01/2020	\$1,074.00
00003835	H4787	VO, MICKEY	10/01/2020	\$2,149.00
00003836	H1481	VOLE, TINA NGA	10/01/2020	\$2,110.00
00003837	H3718	VORA, NIPA D	10/01/2020	\$3,065.00
00003838	H3907	VU, ANNIE	10/01/2020	\$1,171.00
00003839	H2123	VU, DAT	10/01/2020	\$14,935.00
00003840	H9104	VU, DAVID	10/01/2020	\$1,154.00
00003841	H4098	VU, DEAN	10/01/2020	\$1,664.00
00003842	H4632	VU, DEANNA PHUONG	10/01/2020	\$1,710.00
00003843	H4560	VU, HOA	10/01/2020	\$1,248.00
00003844	H3918	VU, HUAN	10/01/2020	\$1,067.00
00003845	H4657	VU, KRYSTINA	10/01/2020	\$1,543.00
00003846	H4197	VU, LEO M	10/01/2020	\$1,736.00
00003847	H4323	VU, LINH DUY	10/01/2020	\$2,650.00
00003848	H3599	VU, MARY ANN	10/01/2020	\$846.00
00003849	H4549	VU, MINH	10/01/2020	\$724.00
00003850	H3760	VU, NAM H	10/01/2020	\$1,242.00
00003851	H3274	VU, PHUONG MINH	10/01/2020	\$1,470.00
00003852	H4676	VU, QUANG DANG	10/01/2020	\$978.00
00003853	H3823	VU, TAN DUY	10/01/2020	\$2,862.00
00003854	H2823	VU, TRUNG QUOC	10/01/2020	\$2,844.00
00003855	H0883	VU, TUONG MANH	10/01/2020	\$2,161.00
00003856	H3928	VU, VIVIAN	10/01/2020	\$2,545.00
00003857	H4807	VU, YEN T	10/01/2020	\$1,510.00
00003858	H00034	VUONG, HAO DUC	10/01/2020	\$1,413.00
00003859	H4432	VUONG, HELEN DO	10/01/2020	\$1,754.00
00003860	H4278	VUONG, PETER H	10/01/2020	\$1,594.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00003861	H4642	WALD, DAVID	10/01/2020	\$933.00
00003862	H9105	WALDEN APTS	10/01/2020	\$4,936.00
00003863	H1725	WALDEN GLEN APTS	10/01/2020	\$567.00
00003864	H4489	WAN, HO PONG	10/01/2020	\$1,188.00
00003865	H2084	WANG, CHARLES	10/01/2020	\$4,739.00
00003866	H2253	WANG, SUZY	10/01/2020	\$4,121.00
00003867	H4204	WASHINGTON COUNTY HRA	10/01/2020	\$702.43
00003868	H3844	WEGENER, STELLA	10/01/2020	\$951.00
00003869	H0867	WEISER, IRVING	10/01/2020	\$828.00
00003870	H9106	WEISSER INVESTMENTS	10/01/2020	\$7,209.00
00003871	H4530	WESLEY VILLAGE APARTMENTS	10/01/2020	\$5,335.00
00003872	H0442	WESSELN, HENRY B	10/01/2020	\$2,783.00
00003873	H1238	WESTCHESTER PARK, LP	10/01/2020	\$1,584.00
00003874	H3468	WESTLAKE APARTMENTS, LLC	10/01/2020	\$7,283.00
00003875	H2684	WESTMINSTER HOUSING PARTNER, L	10/01/2020	\$9,940.00
00003876	H2986	WICK,CINDY OR ED	10/01/2020	\$1,000.00
00003877	H0029	WILLOWICK ROYAL	10/01/2020	\$409.00
00003878	H4424	WILSHIRE CREST	10/01/2020	\$1,608.00
00003879	H4523	WINDMILL APARTMENTS	10/01/2020	\$6,281.00
00003880	H9108	WINDSOR TOWNE, LP	10/01/2020	\$843.00
00003881	H4608	WINDWOOD GLEN APTS	10/01/2020	\$1,093.00
00003882	H9109	WINNIE INVESTMENT	10/01/2020	\$6,166.00
00003883	H3286	WINSTON PLACE, LLC	10/01/2020	\$1,270.00
00003884	H4232	WONDERFUL IDEA, LLC	10/01/2020	\$1,311.00
00003885	H5169	WONG, GIN O	10/01/2020	\$6,789.00
00003886	H3592	WONG, PHILLIP	10/01/2020	\$1,461.00
00003887	H4311	WONG, THOMAS G	10/01/2020	\$1,148.00
00003888	H4733	WOODBRIDGE VILLAS PARTNERS	10/01/2020	\$1,047.00
00003889	H0165	YAU, LEON SHU	10/01/2020	\$525.00
00003890	H4806	YEOM, JIYUN	10/01/2020	\$1,978.00
00003891	H4168	YOUNG, HENRY H	10/01/2020	\$1,320.00
00003892	H3935	ZARGARI, ROY	10/01/2020	\$432.00
00003893	H4596	ZASLAVSKY, EUGENIA	10/01/2020	\$4,181.00
00003894	H3730	ZHAO, GEORGE	10/01/2020	\$1,397.00
00666288	H4194	WILLIAM ADAMS	10/01/2020	\$1,111.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00666289	H4534	ALISO VIEJO 621, LP	10/01/2020	\$1,724.00
00666290	H2616	ANAHEIM REVITALIZATION II PART	10/01/2020	\$2,404.00
00666291	H2959	ANAHEIM REVITALIZATION PARTNERS, LP	10/01/2020	\$454.00
00666292	H4705	ANAHEIM REVITALIZATION IV PARTNERS, LP	10/01/2020	\$1,210.00
00666293	H4722	ANAHEIM REVITALIZATION PARTNERS III LP	10/01/2020	\$1,615.00
00666294	H7330	BAHIA VILLAGE MOBILEHOME PARK	10/01/2020	\$902.00
00666295	H0950	RICHARD BUI JR	10/01/2020	\$3,218.00
00666296	H2035	RICHARD BUI JR	10/01/2020	\$1,107.00
00666297	H3596	JIMMY QUOC BUI	10/01/2020	\$4,368.00
00666298	H4355	LAN HUYNH NGOC BUI	10/01/2020	\$1,053.00
00666299	H0432	PHAT BUI	10/01/2020	\$2,292.00
00666300	H1455	SON MINH BUI	10/01/2020	\$1,282.00
00666301	H4756	TAN H BUI	10/01/2020	\$1,425.00
00666302	H4238	TINH TIEN BUI	10/01/2020	\$445.00
00666303	H0289	RONALD CALKINS	10/01/2020	\$1,345.00
00666304	H9009	CHANTECLAIR APTS	10/01/2020	\$1,153.00
00666305	H2701	DAVID CHEN	10/01/2020	\$785.00
00666306	H4584	JOON CHOI	10/01/2020	\$5,058.00
00666307	H4671	ROBERT CHRISTMAN	10/01/2020	\$1,906.00
00666308	H4617	MEI-LING CHU	10/01/2020	\$535.00
00666309	H4648	KIM CLARY	10/01/2020	\$1,195.00
00666310	H4773	CMIF III CORONADO PALMS, LLC	10/01/2020	\$1,279.00
00666311	H4380	CRESTWOOD ON 7, LLC	10/01/2020	\$3,118.00
00666312	H1198	JACK CROCKETT	10/01/2020	\$4,450.00
00666313	H4764	KHA T CUNG	10/01/2020	\$1,497.00
00666314	H9095	DAISY VI ASSOCIATES LTD	10/01/2020	\$5,111.00
00666315	H4824	TIM Q DANG	10/01/2020	\$1,884.00
00666316	H0168	STACY HOA TUOI DANG	10/01/2020	\$1,690.00
00666317	H4690	KIM-ANH T DINH	10/01/2020	\$2,822.00
00666318	H4533	MINH TAM DO	10/01/2020	\$1,627.00
00666319	H4790	NHI C DO, PHUONG V & NGUYEN	10/01/2020	\$2,357.00
00666320	H4693	THO DO	10/01/2020	\$2,421.00
00666321	H4222	THUAN DO	10/01/2020	\$1,389.00
00666322	H3422	DINH T DOAN	10/01/2020	\$1,380.00
00666323	H00043	MICHAEL DOAN	10/01/2020	\$2,170.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00666324	H1395	HELMUT DONNER	10/01/2020	\$2,452.00
00666325	H4348	LAN DUONG	10/01/2020	\$1,299.00
00666326	H4187	EL CAMINO LU, LLC	10/01/2020	\$482.00
00666327	H4016	ELDEN EAST APARTMENTS	10/01/2020	\$1,189.00
00666328	H3075	EMERALD GARDENS APT	10/01/2020	\$1,058.00
00666329	H5060	EUCLID PARK APTS	10/01/2020	\$1,304.00
00666330	H4813	FENWAY PROPERTIES	10/01/2020	\$1,392.00
00666331	H2768	DALE A FULLWOOD	10/01/2020	\$980.00
00666332	H3857	GIA VU, INC	10/01/2020	\$950.00
00666333	H4193	GROVE PARK, LLC	10/01/2020	\$3,485.00
00666334	H1629	MANH MINH HA	10/01/2020	\$979.00
00666335	H4386	RICHARD D HANSEN	10/01/2020	\$1,183.00
00666336	H3218	KULJIT HARA	10/01/2020	\$966.00
00666337	H1979	STEVE HARA	10/01/2020	\$6,863.00
00666338	H4703	HERMOSA VILLAGE PHASE I HOUSING PARTNERS, LP	10/01/2020	\$1,112.00
00666339	H4128	THOMAS P HO	10/01/2020	\$1,486.00
00666340	H1873	JAMES HOANG	10/01/2020	\$4,123.00
00666341	H3022	NICK HOFFMAN	10/01/2020	\$812.00
00666342	H3140	CHONG WEI HUANG	10/01/2020	\$1,754.00
00666343	H4810	DOANH HUYNH	10/01/2020	\$1,497.00
00666344	H3473	NATALIE N HUYNH	10/01/2020	\$2,464.00
00666345	H1830	NGHIA TRUNG HUYNH	10/01/2020	\$2,412.00
00666346	H3095	TRANG HUYNH	10/01/2020	\$3,457.00
00666347	H4440	JEANNE JURADO TRUSTEE	10/01/2020	\$1,615.00
00666348	H3109	LINDA JOHNSON	10/01/2020	\$2,854.00
00666349	H3337	JOMARC PROPERTIES LTD	10/01/2020	\$9,771.00
00666350	H4822	KEITH JORGENSEN	10/01/2020	\$1,144.00
00666351	H4579	JOSEPH & KIM CORP	10/01/2020	\$1,127.00
00666352	H2641	KDF HERMOSA, LP	10/01/2020	\$4,454.00
00666353	H3083	KDF MALABAR, LP	10/01/2020	\$37,480.00
00666355	H2403	KDF SEA WIND, LP	10/01/2020	\$1,263.00
00666356	H1217	MARTIN KLEIN	10/01/2020	\$846.00
00666357	H2011	MIKOLSY	10/01/2020	\$684.00
00666358	H3683	WILLIAM KUNZMAN	10/01/2020	\$1,500.00
00666359	H4789	THOMAS KWON	10/01/2020	\$2,441.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00666360	H00042	STEVEN LAM	10/01/2020	\$1,481.00
00666361	H4284	LE FAMILY TRUST	10/01/2020	\$4,219.00
00666362	H1638	DON LE	10/01/2020	\$777.00
00666363	H3740	DONALD LE	10/01/2020	\$1,169.00
00666364	H4622	HUY LE	10/01/2020	\$2,377.00
00666365	H3380	NGHIA V LE	10/01/2020	\$2,200.00
00666366	H1531	TRACEY LE	10/01/2020	\$1,242.00
00666367	H1423	VIET Q LE	10/01/2020	\$967.00
00666368	H0298	YENNHI LE	10/01/2020	\$1,326.00
00666369	H0167	BAO GIA LE	10/01/2020	\$2,555.00
00666370	H4132	HOABINH LE-MUNZER	10/01/2020	\$801.00
00666371	H4694	DOUG LEONG	10/01/2020	\$1,242.00
00666372	H0216	ALICE LIAO	10/01/2020	\$2,330.00
00666373	H4748	LL PROPERTY LANDLORD, LLC	10/01/2020	\$1,253.00
00666374	H4765	BUI LUONG	10/01/2020	\$1,405.00
00666375	H4820	VIVIAN Q LUU	10/01/2020	\$1,871.00
00666376	H0958	WILLIAM T MACDONALD	10/01/2020	\$2,431.00
00666377	H1705	MAGIC LAMP MOBILE HOME PARK	10/01/2020	\$1,242.00
00666378	H1188	LARRY MAH	10/01/2020	\$1,029.00
00666379	H2333	HANH T MAI-NGUYEN	10/01/2020	\$1,345.00
00666380	H1861	TERRY MAMMEN	10/01/2020	\$4,387.00
00666381	H3101	SUPUNNEE MANNIL	10/01/2020	\$2,146.00
00666382	H4675	ZHIYAN MAO	10/01/2020	\$2,440.00
00666383	H2110	MIDWAY INTEREST, LP	10/01/2020	\$2,345.00
00666384	H2998	JEAN MIYAMOTO	10/01/2020	\$48.00
00666385	H3043	MONARK, LP	10/01/2020	\$3,786.00
00666386	H0780	MONTEJO APARTMENTS	10/01/2020	\$1,586.00
00666387	H2741	ANDREW NGO	10/01/2020	\$1,990.00
00666388	H4184	KIM NGO	10/01/2020	\$783.00
00666389	H2386	MARY NGO	10/01/2020	\$5,591.00
00666390	H2478	HOA KIM NGO	10/01/2020	\$1,523.00
00666391	H0408	NGUYEN'S FAMILY INVESTMENTS, LP	10/01/2020	\$5,282.00
00666392	H4031	BACH THI NGUYEN	10/01/2020	\$1,082.00
00666393	H1184	BICHLE T NGUYEN	10/01/2020	\$4,406.00
00666394	H3176	BOYCE JR NGUYEN	10/01/2020	\$1,552.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00666395	H4776	CHRISTINA M NGUYEN	10/01/2020	\$2,463.00
00666396	H3876	D DUY MD NGUYEN	10/01/2020	\$922.00
00666397	H3910	FRANK M NGUYEN	10/01/2020	\$1,504.00
00666398	H2192	HOC VAN NGUYEN	10/01/2020	\$1,810.00
00666399	H3799	LE THUY NGUYEN	10/01/2020	\$1,416.00
00666400	H4623	LINDA MAI NGUYEN	10/01/2020	\$1,972.00
00666401	H3676	LOAN THANH NGUYEN	10/01/2020	\$1,022.00
00666402	H4473	MAI NGUYEN	10/01/2020	\$1,933.00
00666403	H4061	NGUYEN, NICOLE U	10/01/2020	\$1,425.00
00666404	H4728	QUOC KIM NGUYEN	10/01/2020	\$1,742.00
00666405	H4529	STEVEN NGUYEN	10/01/2020	\$1,031.00
00666406	H9044	THANH VAN NGUYEN	10/01/2020	\$2,475.00
00666407	H4682	THUY T NGUYEN	10/01/2020	\$1,152.00
00666408	H4571	VINH K NGUYEN	10/01/2020	\$347.00
00666409	H3103	NICOLE UYEN NGUYEN	10/01/2020	\$1,563.00
00666410	H2526	SHERRY LIEU NGUYEN	10/01/2020	\$1,047.00
00666411	H1027	TON SANH NGUYEN	10/01/2020	\$1,293.00
00666412	H3114	TRACY NGUYEN	10/01/2020	\$1,410.00
00666413	H2699	THUY-TIEN NGUYEN-TU	10/01/2020	\$2,120.00
00666414	H3404	NORTHWOOD PLACE	10/01/2020	\$4,231.00
00666415	H00041	OLIVIA THANH CAPITALS LLC	10/01/2020	\$4,160.00
00666416	H4644	PALMA VISTA APTS, LLC	10/01/2020	\$1,360.00
00666417	H1231	PARK VISTA APTS	10/01/2020	\$1,199.00
00666418	H2739	CHONG PIL PARK	10/01/2020	\$908.00
00666419	H3551	SUWAPANG PATTUMMADITH	10/01/2020	\$1,338.00
00666420	H4351	PAVILION PARK SENIOR 1 HOUSING PARTNERS, LP	10/01/2020	\$3,154.00
00666421	H4582	ANH THI PHAM	10/01/2020	\$1,489.00
00666422	H4800	DAVID VU PHAM	10/01/2020	\$1,529.00
00666423	H3817	QUYEN PHAM	10/01/2020	\$1,002.00
00666424	H2419	THANH PHAM	10/01/2020	\$984.00
00666425	H1049	TUNG PHAM	10/01/2020	\$1,430.00
00666426	H4315	VANTHI PHAM	10/01/2020	\$1,512.00
00666427	H1851	LOAN ANH THI PHAM	10/01/2020	\$1,287.00
00666428	H4786	HUNG PHAN	10/01/2020	\$2,602.00
00666429	H4624	VAN KHANH PHAN	10/01/2020	\$1,479.00

Report Generated on Oct 7, 2020 3:40:04 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00666430	H3464	PINEMEADOWS APARTMENTS ATTEN: LEASING OFFICE	10/01/2020	\$1,506.00
00666431	H00026	PLATINUM TRI BLOC, LLC	10/01/2020	\$1,019.00
00666432	H4509	PLAZA WOODS, LLC	10/01/2020	\$4,915.00
00666433	H4535	PORTOLA IRVINE, LP ANTON PORTOLA APARTMENTS	10/01/2020	\$1,334.00
00666434	H3801	RANCHO ALISAL	10/01/2020	\$1,655.00
00666435	H4353	RAYMOND AND LYNN RUAIS	10/01/2020	\$743.00
00666436	H4448	SE AMSTER	10/01/2020	\$1,133.00
00666437	H4241	SILO NORTHEAST, LLC	10/01/2020	\$2,923.00
00666438	H4811	STONECREST POINT APTS	10/01/2020	\$1,611.00
00666439	H4590	CATHY TA	10/01/2020	\$1,849.00
00666440	H4409	TERESINA APARTMENTS	10/01/2020	\$1,179.00
00666441	H3041	THE KNOLLS	10/01/2020	\$320.00
00666442	H4578	THE OVERLOOK	10/01/2020	\$1,466.00
00666443	H1959	THOMSON EQUITIES	10/01/2020	\$1,159.00
00666444	H6710	THOMSON EQUITIES	10/01/2020	\$2,110.00
00666445	H00024	TIC INVESTMENT COMPANY, LLC	10/01/2020	\$2,037.00
00666446	H4720	TIC INVESTMENT COMPANY, LLC	10/01/2020	\$1,973.00
00666447	H4726	TIC INVESTMENT COMPANY, LLC	10/01/2020	\$3,163.00
00666448	H4616	VINH THAT TON	10/01/2020	\$2,074.00
00666449	H3577	EDWARD T TRAN	10/01/2020	\$1,300.00
00666450	H4688	ERIC TRAN	10/01/2020	\$1,072.00
00666451	H00044	HUONG TRAN	10/01/2020	\$1,500.00
00666452	H4788	LONG QUOC TRAN	10/01/2020	\$1,458.00
00666453	H3686	LIEN KIM TRAN-NGUYEN	10/01/2020	\$986.00
00666454	H4422	TRG FULLERTON AFFORDABLE, LP / VENTANA APARTMENTS	10/01/2020	\$856.00
00666455	H4493	TRANG N TRINH	10/01/2020	\$1,166.00
00666456	H2187	THUAN BICH TRUONG	10/01/2020	\$1,268.00
00666457	H2335	THUAN BICH TRUONG	10/01/2020	\$3,584.00
00666458	H2410	SON BICH TRUONG	10/01/2020	\$948.00
00666459	H0146	ANGELO S TURI	10/01/2020	\$2,546.00
00666460	H2982	MARCO VELASTEGUI	10/01/2020	\$1,301.00
00666461	H3943	VILLA CAPRI ESTATES	10/01/2020	\$1,859.00
00666462	H2717	THUA VINH	10/01/2020	\$799.00
00666463	H4662	VISTA DEL SOL APARTMENTS	10/01/2020	\$1,312.00

Report Generated on Oct 7, 2020 3:40:04 PM

|--|

Total: 1,136 \$3,022,740.22

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00666464	H9103	VISTA DEL SOL APTS	10/01/2020	\$1,082.00
00666465	H1723	KIMCHI VO	10/01/2020	\$1,648.00
00666466	H4338	NAM T VO	10/01/2020	\$726.00
00666467	H4327	THIEN T VO	10/01/2020	\$1,525.00
00666469	H1805	VPM BRIDGES APTS	10/01/2020	\$886.00
00666470	H3637	VPM MANAGEMENT	10/01/2020	\$1,122.00
00666471	H3088	VPM SHER LANE, LP	10/01/2020	\$1,189.00
00666472	H2900	DANNY VU	10/01/2020	\$1,664.00
00666473	H0719	NEIL E WEST	10/01/2020	\$1,291.00
00666474	H1934	WINDSOR-DAWSON, LP	10/01/2020	\$5,314.00
00666475	H3429	WINDWOOD KNOLL APARTMENTS	10/01/2020	\$2,829.00
00666476	H4762	WOODBRIDGE WILLOWS	10/01/2020	\$3,542.00
00666477	H3506	WOODBURY SQUARE	10/01/2020	\$1,520.00
00666478	H4815	WOODSTONE VILLAGE / NNC WOODSTONE VILLAGE, LLC	10/01/2020	\$1,508.00
00666479	H0173	VINCE YIANG	10/01/2020	\$1,272.00
00666480	H3488	CELESTE SCHWERMAN	10/01/2020	\$676.50
00666481	H3476	TIN TRUNG VO	10/01/2020	\$825.00
00666482	V00658	FRANCHISE TAX BOARD	10/01/2020	\$500.50
			EFT: 943 Check: 193	. , ,

Server Name: cognos.ggcity.org

User Name: selamn



City of Garden Grove Certificate of Warrants Register Dates: 10/07/2020

This is to certify the demands covered by Wires 00000122 to 00000123, EFT numbers 00003896 to 00003905, and check numbers #00666484 through 00666657 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Finance Director Patricia Song

Report Generated on Oct 7, 2020 3:41:05 PM

AP - Checking Account

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00000122		SO CALIF EDISON CO	10/07/2020	\$4,009.36
00000123	V00805	TIME WARNER CABLE	10/07/2020	\$2,877.63
00003896	V01345	BORDER RECAPPING, LLC	10/07/2020	\$1,214.36
00003897	V00657	CALIF FORENSIC PHLEBOTOMY, INC	10/07/2020	\$2,675.00
00003898	V00224	CDW-GOVERNMENT, INC	10/07/2020	\$754.25
00003899	V00718	DANGELO CO (JWD ANGELO CO INC)	10/07/2020	\$4,662.61
00003900	V00305	EVIDENT CRIME SCENE PRODUCTS	10/07/2020	\$263.41
00003901	V00218	GRAINGER	10/07/2020	\$287.27
00003902	V00082	NFINIT	10/07/2020	\$823.00
00003903	V00462	PRO-FORCE MARKETING, INC	10/07/2020	\$863.98
00003904	V01654	SO CAL PROPERTY SERVICES	10/07/2020	\$1,475.00
00003905	V00384	STOMMEL, INC	10/07/2020	\$570.00
00666484	V02387	INC. A & H REFRIGERATION	10/07/2020	\$5,000.00
00666485	V00532	A&A WIPING CLOTH, INC	10/07/2020	\$933.08
00666486	V00573	ALAN'S LAWN AND GARDEN CENTER, INC	10/07/2020	\$1,439.46
00666487	V02380	ALEJANDRO OCHOA	10/07/2020	\$49.00
00666488	V00238	AMERINAT	10/07/2020	\$394.83
00666489	V00422	ARC DOCUMENT SOLUTIONS, LLC	10/07/2020	\$117.94
00666490	V00033	AT&T CORP	10/07/2020	\$1,758.90
00666491	V00645	BARR AND CLARK, INC	10/07/2020	\$320.00
00666492	V02404	BEAUTY WORLD, INC	10/07/2020	\$5,000.00
00666493	V00237	BEST BUY FOR BUSINESS	10/07/2020	\$326.14
00666494	OTV000326	WILLIAM BROWN	10/07/2020	\$6.62
00666495	V00649	BROWNELLS, INC	10/07/2020	\$245.38
00666496	OTV000335	BRYAN NGUYEN ENTERPRISE	10/07/2020	\$8.69
00666497	V01494	C G LANDSCAPE, INC	10/07/2020	\$1,588.90
00666498	V00655	C WELLS PIPELINE MATERIALS, INC	10/07/2020	\$1,071.19
00666499	V00455	CA DEPARTMENT OF TAX AND FEE ADMINISTRATION	10/07/2020	\$1,353.00
00666500	V01517	CA LANDSCAPE & DESIGN, INC	10/07/2020	\$21,147.00
00666501	V00561	CALIFORNIA BUILDING OFFICIALS	10/07/2020	\$70.00
00666502	V01033	CALIFORNIA PARK & RECREATION SOCIETY	10/07/2020	\$295.00
00666503	V00660	CAMERON WELDING SUPPLY	10/07/2020	\$88.50
00666504	V00554	CARL WARREN & CO	10/07/2020	\$5,350.00
00666505	V02379	CAROL A. MANOUKIAN	10/07/2020	\$70.00

Server Name: cognos.ggcity.org

Report Generated on Oct 7, 2020 3:41:05 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00666506	OTV000325	AQUILINO CASTANO	10/07/2020	\$101.15
00666507	V01878	CDCE, INC	10/07/2020	\$17,550.00
00666508	V02189	CHARADE DANCE ACADEMY	10/07/2020	\$1,083.00
00666509	V02382	CIEN PADILLA	10/07/2020	\$43.00
00666510	V01036	CITIBANK %CITIGROUP	10/07/2020	\$2,384.86
00666511	V00832	CITY OF WESTMINSTER	10/07/2020	\$600.00
00666512	V00654	CLEA CALIF LAW ENFORCEMENT ASSOC	10/07/2020	\$3,195.50
00666513	V00596	CLEANSTREET	10/07/2020	\$59,133.99
00666514	V00579	COASTLINE EQUIPMENT	10/07/2020	\$146.75
00666515	V00666	COMMUNITY VETERINARY HOSPITAL	10/07/2020	\$132.00
00666516	V00667	CONTINENTAL CONCRETE CUTTING	10/07/2020	\$6,416.00
00666517	V00669	CONTROLLED MOTION SOLUTIONS, INC	10/07/2020	\$276.32
00666518	V00298	COSTAR GROUP, INC	10/07/2020	\$984.48
00666519	OTV000331	JANICE COX	10/07/2020	\$12.51
00666520	V00460	CRAFCO, INC	10/07/2020	\$4,000.23
00666521	V00672	CRON & ASSOCIATES TRANSCRIPTION, INC	10/07/2020	\$2,242.07
00666522	V00075	CROSSTOWN ELECTRICAL & DATA, INC	10/07/2020	\$1,375.69
00666523	V02366	DATALUX CORPORATION	10/07/2020	\$381.14
00666524	V01364	DEAVER SPRING, INC	10/07/2020	\$764.75
00666525	OTV000330	BRITTANY DEHART	10/07/2020	\$27.58
00666526	V00184	DIAMOND ENVIRONMENTAL SERVICES	10/07/2020	\$1,659.64
00666527	V01222	DIVISION OF THE STATE ARCHITECT	10/07/2020	\$1,649.10
00666528	OTV000332	LINH DO	10/07/2020	\$39.67
00666529	V01297	DTSC ACCTING UNIT EPA ID DEPT OF TOXIC SUBSTANCES	10/07/2020	\$575.00
00666530	OTV000341	ENDERSEN TRUST C/0 WESTRIDGE COMM INC	10/07/2020	\$30.61
00666531	V00679	ENTERPRISE FLEET MGMT, INC	10/07/2020	\$3,435.01
00666532	V00682	EWING IRRIGATION PRODUCTS, INC	10/07/2020	\$145.00
00666533	V00233	FACTORY MOTOR PARTS CO BIN 139107	10/07/2020	\$759.65
00666534	OTV000322	FARWEST CENTER LLC	10/07/2020	\$503.61
00666535	V00412	FEDERAL EXPRESS CORP	10/07/2020	\$263.13
00666536	V00276	FG SOLUTIONS, LLC	10/07/2020	\$2,416.00
00666537	V00658	FRANCHISE TAX BOARD	10/07/2020	\$308.94
00666538	V00143	FRYE SIGN CO	10/07/2020	\$1,880.00
00666539	V02394	FUN CUTS 4 KIDS	10/07/2020	\$5,000.00

Report Generated on Oct 7, 2020 3:41:05 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00666540	V00054	GALLS LLC	10/07/2020	\$1,954.52
00666541	V00588	GMS AUTOGLASS	10/07/2020	\$75.00
00666542	V00701	GOLDEN OFFICE TRAILERS, INC	10/07/2020	\$957.00
00666543	V00621	GOLDEN WEST COLLEGE	10/07/2020	\$2,302.00
00666544	V01386	GREEN HALO SYSTEMS	10/07/2020	\$273.00
00666545	OTV000344	STEVE GRIER	10/07/2020	\$31.89
00666546	OTV000324	B D GRIMMETT	10/07/2020	\$70.00
00666547	V02390	GUSTAVO GUILLEN	10/07/2020	\$1,000.00
00666548	V01050	HANDY HOSE SERVICES ADVANTAGE HOSE SERVICES, LLC	10/07/2020	\$269.76
00666549	V00544	HARRINGTON INDUSTRIAL PLASTICS, LLC	10/07/2020	\$414.27
00666550	V00503	HF&H CONSULTANTS, LLC	10/07/2020	\$2,792.55
00666551	V00712	HINDERLITER, DE LLAMAS & ASSOCIATES	10/07/2020	\$2,250.00
00666552	V02392	HOANG PHAM	10/07/2020	\$1,000.00
00666553	V02391	HONG THI T DO	10/07/2020	\$1,000.00
00666554	V00234	IDENTIFIX	10/07/2020	\$1,428.00
00666555	V01093	INTERNAL REVENUE SERVICE	10/07/2020	\$51.50
00666556	OTV000343	INC ION WIRELESS	10/07/2020	\$14.97
00666557	V00531	IRV SEAVER MOTORCYCLES	10/07/2020	\$6,392.07
00666558	V02268	JENNY TRAN	10/07/2020	\$1,000.00
00666559	V00720	JOHNSTONE SUPPLY	10/07/2020	\$60.78
00666560	V02384	JOSE FRAUSTO	10/07/2020	\$51.00
00666561	V02367	KIM'S HAIR NAILS AND SPA	10/07/2020	\$5,000.00
00666562	V00725	KNORR SYSTEMS, INC	10/07/2020	\$877.44
00666563	V00727	L C ACTION POLICE SUPPLY	10/07/2020	\$1,984.00
00666564	V00220	LABSOURCE, INC	10/07/2020	\$189.44
00666565	V00728	LAWSON PRODUCTS, INC	10/07/2020	\$1,384.02
00666566	OTV000329	LONG C LE	10/07/2020	\$34.17
00666567	V00769	LEGAL SHIELD	10/07/2020	\$939.85
00666568	V00402	LEXISNEXIS RISK SOLUTIONS ACCOUNT #1008503	10/07/2020	\$198.25
00666569	OTV000339	KAREN LIAW	10/07/2020	\$30.86
00666570	V02045	LIGHTSTYLES BY LIGHT BULBS ETC	10/07/2020	\$48.27
00666571	OTV000340	INEZ LIMOSNERO	10/07/2020	\$122.01
00666572	V02385	LISA TORRALBA	10/07/2020	\$51.00
00666573	OTV000317	GREG / KECIA MACIAL	10/07/2020	\$150.00

CITY OF GARDEN GROVE

FEFM001 Warrant Register Check Dates Between Oct 2, 2020 and Oct 7, 2020

Report Generated on Oct 7, 2020 3:41:05 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00666574	V02399	MARIA RUIZ	10/07/2020	\$450.00
00666575	OTV000337	LORENA MARTINEZ	10/07/2020	\$2.46
00666576	V02386	MATTHEW FERTAL	10/07/2020	\$60.00
00666577	V00737	MERCHANTS BLDG MAINT, LLC	10/07/2020	\$308.27
00666578	V02381	MICHAEL A DELATORRE	10/07/2020	\$70.00
00666579	V02187	MKK INVESTMENT CORPORATION	10/07/2020	\$6,250.00
00666580	V00365	MOMAR INC	10/07/2020	\$3,086.58
00666581	V02188	MTT INVESTMENT CORPORATION	10/07/2020	\$6,250.00
00666582	V01872	MurCal, INC	10/07/2020	\$16,705.06
00666583	V00557	NATIONAL CONSTRUCTION RENTALS	10/07/2020	\$644.03
00666584	V01416	NEWMAN POOL SERVICE, INC	10/07/2020	\$95.00
00666585	OTV000321	DERRICK NGUYEN	10/07/2020	\$14.27
00666586	OTV000334	THUCANH NGUYEN	10/07/2020	\$8.00
00666587	OTV000323	JAMES NORRIS	10/07/2020	\$42.02
00666588	OTV000338	TINA L O NEAL	10/07/2020	\$31.69
00666589	V00747	OCEAN BLUE ENVIRONMENTAL SERVICES, INC	10/07/2020	\$16,177.31
00666590	V00209	WHJ OCN,IND	10/07/2020	\$1,480.00
00666591	V00371	OFFICE DEPOT, INC	10/07/2020	\$5,163.67
00666592	V00559	ORANGE COUNTY EMERGENCY PET CLINIC	10/07/2020	\$3,419.00
00666593	V01530	ORANGE COUNTY SANITATION DIST, INC	10/07/2020	\$137,289.54
00666594	V01086	ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV	10/07/2020	\$250.00
00666595	V00563	ORANGE COUNTY STRIPING SERV	10/07/2020	\$4,050.60
00666596	V01649	ORANGE COUNTY TRANSIT AUTHORITY	10/07/2020	\$3,211.00
00666597	V00136	ORANGE COUNTY WELDING, INC	10/07/2020	\$4,860.00
00666598	V01488	PERFORMANCE NURSERY CORP	10/07/2020	\$478.50
00666599	OTV000333	SABESTIAN PETCU	10/07/2020	\$9.82
00666600	OTV000328	GIANG PHAM	10/07/2020	\$3.89
00666601	V02389	PHO 888	10/07/2020	\$5,000.00
00666602	V02325	PHUONG CHUNG MEDIA MARKETING	10/07/2020	\$4,500.00
00666603	V01031	PL HAWN COMPANY, INC AIR FILTRATION & POLLUTION CO	10/07/2020	\$156.85
00666604	V01056	PLAYERS CHOICE SPORTS ASSOCIATION	10/07/2020	\$142.98
00666605	V00767	POSTMASTER	10/07/2020	\$240.00
00666606	V00382	PRIME TRUCK TIRE SERVICE	10/07/2020	\$725.00

CITY OF GARDEN GROVE

FEFM001 Warrant Register Check Dates Between Oct 2, 2020 and Oct 7, 2020

Report Generated on Oct 7, 2020 3:41:05 PM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00666607	V02375	PUMPMAN HOLDINGS LLC	10/07/2020	\$4,956.00
00666608	V00744	R J NOBLE COMPANY	10/07/2020	\$1,768.59
00666609	V02388	RICHARD C MAI	10/07/2020	\$500.00
00666610	V01605	RMA INTERNATIONAL LANDSCAPE ARCHITECTURE & PLANNIN	10/07/2020	\$18,953.93
00666611	OTV000320	ADRIAN RODRIGUEZ	10/07/2020	\$10.92
00666612	V02332	ROOSEWOOD VILLAGE	10/07/2020	\$156.60
00666613	V00778	ROSEBURROUGH TOOL, INC	10/07/2020	\$252.77
00666614	V00207	SABP, INC SABP REPROGRAPHICS	10/07/2020	\$119.03
00666615	V02398	SAIGON TELEVISION CORP	10/07/2020	\$500.00
00666616	V02383	SALVADOR PEREZ CANISAL	10/07/2020	\$111.00
00666617	V01497	SC SIGNS & SUPPLIES LLC	10/07/2020	\$1,048.41
00666618	OTV000342	SHEA HOMES LIMITED PARTNERSHIP	10/07/2020	\$44.90
00666619	V00785	SHRED CONFIDENTIAL, INC	10/07/2020	\$63.00
00666620	OTV000319	DR SHELDON S SINGER	10/07/2020	\$225.00
00666621	V00225	SITEONE LANDSCAPE SUPPLY HLDING	10/07/2020	\$1,064.01
00666622	V01415	SOCAL AUTO & TRUCK PARTS INC	10/07/2020	\$2,478.98
00666623	V02402	SOFIE COLLECTION	10/07/2020	\$5,000.00
00666624	V00788	SOUTH COAST AQMD	10/07/2020	\$421.02
00666625	V00474	SOUTHERN COUNTIES LUBRICANTS, LLC	10/07/2020	\$695.28
00666626	V00213	STATE INDUSTRIAL PRODUCTS	10/07/2020	\$680.72
00666627	V00570	STRADLING, YOCCA, CARLSON & RAUTH	10/07/2020	\$23,910.54
00666628	V02161	SUBMARINE CRAB	10/07/2020	\$4,500.00
00666629	V02238	SUPERIOR CLEANERS	10/07/2020	\$3,750.00
00666630	V00244	SWANK MOTION PICTURES, INC	10/07/2020	\$395.00
00666631	V02403	THANIA PRO NAILS	10/07/2020	\$5,000.00
00666632	V01389	THE HOME DEPOT PRO	10/07/2020	\$162.47
00666633	V00212	THE SHERWIN-WILLIAMS CO	10/07/2020	\$13.83
00666634	V02405	THE TESTING COMPANY	10/07/2020	\$5.00
00666635	V00804	THOMSON REUTERS- WEST	10/07/2020	\$2,049.34
00666636	V00080	TIN LOCKSMITH, INC	10/07/2020	\$59.80
00666637	OTV000336	HANG TRAN	10/07/2020	\$61.98
00666638	V01123	TRANSAMERICA EMPLOYEE BENEFITS	10/07/2020	\$4,426.92
00666639	V00591	U S ARMOR CORP	10/07/2020	\$978.73

Report Generated on Oct 7, 2020 3:41:05 PM

Page 6

Check	Vendor#	Vendor Name	Issue Date		Check Amount
00666640	V00811	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	10/07/2020		\$1,271.26
00666641	V00812	UNIFIRST CORP	10/07/20	020	\$1,723.96
00666642	V00815	UNITED RENTALS NORTHWEST, INC	10/07/20	020	\$375.20
00666643	V01805	UNITED WELDING & FABRICATION, INC	10/07/20	020	\$27.19
00666644	V00301	USA BLUE BOOK	10/07/20	020	\$2,784.86
00666645	OTV000318	VERTICAL INFILL C/O OAK PROJECT MGMT	10/07/20	020	\$61.31
00666646	OTV000327	MYLINH VINH NGUYEN /CUMMIFORD, RANDY & NGUYEN	10/07/20	020	\$81.62
00666647	V02409	VU NGUYEN	10/07/2020		\$1,000.00
00666648	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	10/07/20	020	\$575.47
00666649	V00104	WALLACE & ASSOC CONSULTING	10/07/20)20	\$15,728.00
00666650	V00527	WALTERS WHOLESALE ELECTRIC	10/07/20	020	\$94.05
00666651	V00823	WATERLINE TECHNOLOGIES, INC	10/07/20	020	\$2,126.25
00666652	V00824	WAXIE SANITARY SUPPLY	10/07/20	020	\$3,862.97
00666653	V01469	WEST YOST ASSOCIATES	10/07/20	020	\$4,715.52
00666654	V01044	WESTERN WATER WORKS	10/07/20	020	\$6,674.65
00666655	V02075	WESTVIEW SERVICES, INC.	10/07/20)20	\$493.00
00666656	V00134	WILLIAMS & MAHER, INC	10/07/20	020	\$6,994.25
00666657	V02373	YOGIS TERIYAKI	10/07/20)20	\$2,397.94
			EFT: Check: Total:	10 176 186	\$13,588.88 \$563,961.43 \$577,550.31

Server Name: cognos.ggcity.org

PAYROLL WARR	PAYROLL WARRANT REGISTER BY	WARRANT NUMBER		10/22/20 PAGE 1	
184270 ATERION	2143 59		184271	MOORE	1957 67
	10.0141 10.0141		184272	: Ē	10.127
	2073.24		184275		180.64
	668		184277		7
	960.29		184279	FRANK X DE LA ROSA	1896.92
184280 ARNULFO GUZMAN JR	465.50		184281	WILLIAM ALLISON	4896.45
184282 COMMUNITY HEALTH CHARITI	45.00		184283	GARDEN GROVE POLICE ASSO	1660.00
GEORGE	262.05		D371591		77.52
STEVEN	225.19		D371593	STEPHANIE L KLOPFENSTEIN	6
	277.25		D371595	KIM B NGUYEN	280.23
JOHIN	(A		D371597	PAMELA M HADDAD	1638.20
	2313.05		D371599	SCOTT C STILES	8692.34
	080		D371601	MEENA YOO	2259.51
D371602 AMANDA M POLLOCK	4		D371603	TERESA L POMEROY	3546.26
	165		D371605	VERONICA AVILA	2066.35
	2140.84		D371607	NOELLE N KIM	2085.78
	793.79		D371609	MARIE L MORAN	2571.56
•	3657.46		D371611	KRISTY H THAI	2295.37
D371612 SHAUNA J CARRENO	2015.12		D371613	ой о но	1872.64
D371614 DANNY HUYNH	4559.60		D371615		2442.36
	621		D371617	TAMMY LE	1490.12
	2611.63		D371619	MARIA A NAVARRO	2803.38
	2023.24		D371621	QUANG NGUYEN	2550.70
			D371623	THYANA T PHI	148.34
	2465.54		D371625	TANYA L TO	1526.39
CUONG K TRAN	2179.30		D371627	ELAINE TRUONG	1631.35
	1560.94		D371629		1941.41
	895		D371631	YUAN SONG	4793.05
KAREN M E	900		D371633	CHRISTI C MENDOZA	986.74
_	2577.35		D371635	JANET J CHUNG	2601.44
	3306.65		D371637	MARGARITA ABOLA	1870.76
	2933.78		D371639	MARISA ATIN RAMOS	629.22
	1245.78		D371641	SHAWNA A MCDONOUGH	1311.16
	3237.76		D371643	SELAMAWIT NIGATU	2316.91
	ന		D371645	LIGIA ANDREI	1738.56
·	769		D371647	BROWN	770.30
			D371649	CHELSEA E LUKAS	2009.80
	ശ		D371651	ANGELA M MENDEZ	1692.07
_	1859.32		D371653	ANH PHAM	1682.55
	1950.79		D371655	ALEXIS B ROMERO	2003.46
	_		D371657	H	1679.60
	788.0		D371659	DANIEL J SANCHEZ	Τ.
_	490.7		D371661	ALANA R CHENG	170
	595.6		D371663	LISA L KIM	378.8
	926.9		D371665		7.4
، م			D3/1667	CHKISTOPHER J CKANDALL	ų,
D3/1668 BRISON T DAHLHELMER	2181.83		D371669	KIAN J DAKE	2095.20
	7.050		1	ر	?
**** PAGE TOTAL = 202742.08					

239539.63

11

PAGE TOTAL

	1286.72	2431.67	1749.02	732.16	ο.	2528.73	0	Ŀ.	٦.	759.60	3233.14	206.65	1659.75	2071.41	1197.73	973.97	1890.27	6.	9.	1210.99	1096.15	m.	2288.90	2516.00	1895.10	1291.47	. 2	620.22	2344.85	ω.	1895.83	2200.03	594.02	1617.56	2166.39	2400 27	3356 63	3376.18	3282.68	2155.21	421.75	1457.05	6455.30	1865.77	563.11	657.92	360.60
10/22/20 PAGE 3	EDGAR A CANO	GABRIELA R CONTRERAS		ROBERT J FRANCO	HERMILO HERNANDEZ	BRENT KAYLOR	RAUL LEYVA	RIGOBERTO MENDEZ	PHILLIP Q PHAM	JOSE J ROMAN	STEVE J TAUANU'U	STEPHANIE A WASINGER	SYLVESTER A BABINSKI IV	JEFFREY G CANTRELL	CECELIA A FERNANDEZ	DIANA GOMEZ	MICHAEL R GREENE		LEONEL A LAMAS		ADRIANNA M RODRIGUEZ	EVARISTO VERA	ANSELMO AGUIRRE	PHILLIP J CARTER	AARON R HANSEN	MATTHEW D ILFELD	DANIEL C MOSS	RICARDO SALDIVAR		JOSEPH E TRUJILLO	JESSE GUZMAN	BRETT A MEISLAHN		MELVIN P REED	TIMOTHY WALLINGFORD	TOSE COMES	BRENT W HAVES	ALLEN G KIRZHNER	STEPHEN PORRAS	JOHN ZAVALA	JOSELYN D AVALOS	JOSUE BARREIRO MENDOZA	RACHEL M CAMARENA	VICTORIA M CASILLAS	GISELL L CRUZ	GABRIELA DIAZ	JARED D GARCIA
WARRANT NUMBER 10,	D371769	D371771	D371773	D371775	D371777	D371779	D371781	D371783	D371785	D371787	D371789	D371791	D371793	D371795	D371797	D371799	D371801	D371803	D371805	D371807	D371809	D371811	D371813	D371815	D371817	D371819	D371821	D371823	D371825	D371827	D371829	D371831	D371833	D371835	D371837	D3/1833	D371843	D371845	D371847	D371849	D371851	D371853	D371855	D371857	D371859	D371861	D371863
PAYROLL WARRANT REGISTER BY WA	1552.96	2033.85	1763.00	2619.02	1349.84	838	2744.01	831	2349.77	2486.56	2328.33	1048.04	991.48	852.88	1197.70	1019.68	1154.28	977.56	1194.63	1210.98	1388.65	1927.45	1937.38	717.79	2817.81	2193.58	2268.74	1743.14			2076.55	2002.33	2153.42	2037.04	2306.32	21112	75 7071	2370.84	1410.89	1693.73	414.78	വ	72.11	1960.79	1727.68	490.36	3071.77
PAYROLL WA	RAYMOND A BUCHLER	ALBERT J CARRISOZA	JULIE T COTTON	ALBERT R EURS II	CASEY G GIROUARD	DARNELL D JERRY	MARK W LADNEY	DIEGO A MEJIA	STEVEN T ORTIZ	RICHARD L PINKSTON	ALEXIS P TARIN	SUSAN VITALI	IOAN ANDREI	DONEISHA L BELL	JULIA ESPINOZA	CONRAD A FERNANDEZ	JORGE GONZALEZ	RONALD D GUSMAN	ERIC W JOHNSON	KHUONG NGUYEN	RAFAEL ROBLES	RODERICK THURMAN	RICHARD L WILLIAMS	DOMINIC CAMERA	RICK L DUVALL			б	Ą		WILLIAM J WHITE	MARK M KHALIL	DOUGLAS A MOORE	AUSTIN H POWELL	STEPHEN D SUDDUTH	VICTOR T BLAS	MICHAEL V CHERRERO	FRANK D HOWENSTEIN	BRANDON S NUNES	JESSE VIRAMONTES	STEPHAINE AMBRIZ	REBECCA J BAILOR	DYLAN J BOGGAN	RENE CAMARENA	AMANDA D CROSS	MARLY DELGADO CHAVEZ	MARK C FREEMAN
	D371768	D371770	D371772	D371774	D371776	D371778	D371780	D371782	D371784	D371786	D371788	D371790	D371792	D371794	D371796	D371798	D371800	D371802	D371804	D371806	D371808	D371810	D371812	D371814	D371816	D371818	D371820	D371822	D371824	D371826	D371828	D371830	D371832	D371834	D371836	027160	D371842	D371844	D371846	D371848	D371850	D371852	D371854	D371856	D371858	D371860	D371862

168885.71

PAGE TOTAL

	PAYROLL WARRANT REGISTER	BY	WARRANT NUMBER 10	10/22/20 PAGE 4	
D371864	STEVEN E GOMEZ	736.16	D371865	JACOB R GRANT	1993.40
D371866		8,8	D371867	KALYSTA N LOPEZ	
D371868		2489.91	D371869		48.07
D371870		2007.89	D371871	JESUS MEDINA	1816.08
D371872	JUAN MEDINA	2122.38	* D371873	JOHN A MONTANCHEZ	6910.50
D371874	KIRSTEN K NAKAISHI	443.55	D371875	NOEL N NICHOLAS	7
D371876	JENNIFER GODDARD NYE	2191.50	D371877	GABRIELA OCADIZ HERNANDE	2916.13
D371878	STEPHANIE ORTIZ	126.19	D371879	CHRISTIAN PANGAN	94.36
D371880	JANET E PELAYO	3394.88	D371881	EDOUARD T PHAN	96.15
D371882	ALEXA PRADO	430.69	D371883	SHADY S PUAILOA	462.74
D371884	SUGEIRY REYNOSO	2333.56	D371885	MARINA Y ROMERO	1939.36
D371886	MARIA D ROSALES	246.39	D371887	TANYA ROSAS	167.17
D371888	DANA MARIE SAUCEDO	2945.65	D371889	EMERON J SCHLUMPBERGER	482.91
D371890	REBECCA S SMITH	201.99	D371891		459.71
D371892	CLAUDIA VALDIVIA	3096.53	D371893	JEFFREY VAN SICKLE	2221.62
D371894	PAUL E VICTORIA	1300.62	D371895		435.73
D371896	THOMAS R DARE	LO.	D371897	CAROLE A KANEGAE	2300.28
D371898	VINCENTE J VAICARO	4616.06	D371899	CLAUDIA ALARCON	3112.98
D371900	KRISTEN A BACKOURIS	1586.22	D371901	SHARON S BAEK	2174.29
D371902	RAY E BEX	4299.22	D371903	GENA M BOWEN	1796.35
D371904	JESENIA CAMPOS	2058.86	D371905	BRIAN D DALTON	3315.49
D371906	NICHOLAS A DE ALMEIDA LO	3103.37	D371907	AMIR A EL FARRA	5101.15
D371908	HELENA ELSOUSOU	2598.74	D371909	PATRICK E GILDEA	5676.03
D371910	BRIAN C GIRGENTI	3389.65	D371911	AI KELLY HUYNH	2246.01
D371912	MICHAEL J JENSEN	5224.15	D371913	ALLYSON T LE	1697.08
D371914	MATTHEW P MARCHAND	3532.22	D371915	LINDA M MORIN	3775.14
D371916	134	2789.99	D371917	JOHN E REYNOLDS	4705.49
D371918	ASHLEY C ROJAS	1713.45	D371919	REYNA ROSALES	2007.40
D371920	ROBERT M STEPHENSON III	3931.92	D371921		5662.32
D371922	GIOVANNI ACOSTA	2757.67	D371923	PEDRO R ARELLANO	3684.82
D371924	TIMOTHY R ASHBAUGH	2967.30	D371925	ALFREDO R AVALOS	4462.46
D371926	COLLIN E BAKER	2439.67	D371927	BEAU A BERENGER	3107.94
D371928	RENZO CHUMBE	2211.17	D371929	כי	٥.
D371930	GARY L COULTER	2677.08	D371931	CHARLIE DANIELEY III	ᅻ.
D371932	ISAAC DAVILA	2141.71	D371933	RONALD A DOSCHER	395.29
D371934	BROC D DUDLEY	2212.70	D371935	STEPHEN C ESTLOW	1046.80
D371936	JESUS FAJARDO	2449.12	D371937		
D371938	KARI A FLOOD	2079.82	D371939	ROBERT D FRESENIUS	1930.72
D371940	JASON S FULTON	8495.97	D371941	JOSEPH P GROSS JR	3268.05
D371942	TRAVIS J HADDEN	2191.92	D371943	Д	3433.76
D371944	JASON A HOWARD	8946.18	D371945	KIRK P HURLEY	2382.54
D371946	DONALD J HUTCHINS	3261.03	D371947	NICKOLAS K JENSEN	9
D371948	VICTORIA A JORDAN	717.24	D371949	CHAD B KIM	4.
D371950	TIMOTHY P KOVACS	3004.65	D371951		2654.39
D371952	ANGELA LEDESMA	2095.67	D371953	RAPHAEL M LEE	٥.
D371954	MARK A LORD	717.	D371955	RYAN M LUX	و ،
D371956		81.	D371957		1984.06
D371958	MITCHEL S MOSSER	2918.20	D371959	JASON S PERKINS	4205.61

**** PAGE TOTAL

	PAYROLL WARRANT REGISTER	EGISTER BY WARRANT NUMBER		10/22/20 PAGE 5	
D371960	COREY T POLOPEK	2587.15	D371961	SINDY RAMIREZ OROZCO	2989.72
D371962	JOHN E RANEY	652.9	D371963	THOMAS S REED	12685.96
D371964	AARON T SHIPLEY	4018.40	D371965	SHAYLEN L SIMONS	2297.59
D371966	CHARLES W STARNES	2472.58	D371967	EDGAR VALENCIA	3411.59
D371968		3320.39	D371969	SARAH A WRIGHT	2377.19
D371970	COLE A YNIGUEZ		D371971	MARCOS R ALAMILLO	3019.26
D371972	BOBBY B ANDERSON	3129.73	D371973	FRANCISCO AVALOS JR	2230.89
D371974	JOHN F BANKSON	3347.29	D371975	JOSHUA K BEHZAD	2789.38
D371976	EVAN S BERESFORD	2688.89	D371977	TROY F BOWMAN	2317.56
D371978	JEFFREY A BROWN	4256.43	D371979	RYAN V BUSTILLOS	3872.07
D371980	JUAN C CENTENO	3522.29	D371981	JEROME L CHEATHAM	2854.99
D371982	HAN J CHO	3146.31	D371983	BRIAN M CLASBY JR	3006.00
D371984	JULIO C CORTEZ	2485.60	D371985	JUAN L DELGADO JR	3563.51
D371986	KEVIN DINH	2915.39	D371987	Σ	2241.29
D371988	OTTO J ESCALANTE	9	D371989	z	4426.16
D371990	MICHELLE N ESTRADA MONSA	2349.92	D371991	R FIGUERED	1558.63
D371992	SEAN M GLEASON		D371993		2282.75
D371994	KYLE N HALEY	9	D371995	EFRAIN A JIMENEZ JR	2848.94
D371996	CODY M JOHNSON	2282.32	D371997	ROBERT J KIVLER	2116.94
D371998	ARION J KNIGHT		D371999	PETER M KUNKEL	4445.39
D372000	ERICK LEYVA	4166.33	D372001	RAFAEL LOERA JR	2544.99
D372002	JESSE A LUCATERO	2762.00	D372003	ROBERTO MACHUCA	2740.33
D372004	TAYLOR A MACY	2822.16	D372005	GIANLUCA F MANIACI	2570.09
D372006	BRYAN J MEERS	5196.50	D372007	NATHAN D MORTON	1576.82
D372008	PATRICK W MURPHY	2834.35	D372009	PATRICK J MUSCHETTO	2184.34
D372010	JEFFREY C NGUYEN	3227.51	D372011	JOSHUA T OLIVO	3858.68
D372012	STEVEN TRUJILLO ORTIZ	2213.39	D372013		2136.26
D372014	Ŀ	2286.80	D372015	LUIS A QUIROZ	1807.15
D372016		3300.37	D372017	DANIEL RODRIGUEZ	2600.97
D372018	SEAN M SALAZAR	4	D372019	ALFREDO SALGADO JR.	2164.83
D372020	CHRISTOPHER M SHELGREN	Ŋ	D372021	LEVI JOENIEL SILVA	2902.55
D372022	PAUL W ASHBY	4027.96	D372023		3906.18
D372024	MICHAEL K ELHAMI	^1	D372025	SHELBY KEUILIAN	1831.21
D372026	DANNY J MIHALIK	3416.98	D372027	JEREMY N MORSE	2627.76
D372028	JASON M MURO	3257.92	D372029	RON A REYES	3030.36
D372030	DANIELLE E RIEDL	2517.44	D372031	ROCKY F RUBALCABA	4095.72
D372032	LINO G SANTANA	4815.95	D372033	DIO XI	1387.36
D372034	JOHN J YERGLER	3408.96	D372035		3065.21
D372036	BENJAMIN M ELIZONDO	846	D372037	KRISTOFER D KELLEY	3117.24
D372038	NICHOLAS A LAZENBY	3649.27	D372039	CHARLES H LOFFLER	5067.09
D372040	BRADLEY A LOWEN		D372041	RYAN R RICHMOND	1964.39
D372042	GAREY D STAAL	394.2	D372043	AARON J COOPMAN	3076.05
D372044	MICHAEL E GERDIN	193.2	D372045	HALLER	4507.16
D372046	JASON L JOHNSON	۲.	D372047		4371.16
D372048	ERIC T RUZIECKI	979.3	D372049	RENE BARRAZA	3028.62
D372050	PATRICK R JULIENNE	2535.4	D372051	DEREK M LINK	
D372052	ADAM D ZMIJA	271.	37205	4 t	208.96
D372054	COURTNEY P CIBOSKY	2867.79	D3/2055	ADAM B COUGHKAN	٠

**** PAGE TOTAL

9

D372056	JOHN DANG	146.41	D372057	CHRISTOPHER C DOVEAS	75.
D372058	DANIEL S EDWARDS	611.51	D372059	EDWARD K KIM	45.
D372060	EDUARDO C LEIVA	6052.47	D372061	CARL J WHITNEY	4262.
D372062	ANDREW N BUI	413.69	D372063	TANNER C DE PADUA	369.
D372064	JOSEPH A GARCIA	430.69	D372065	SERGIO J JIMENEZ TAVAREZ	446.
D372066	RUDY A ROCHA	378.58	D372067	KENTON TRAN	451.
D372068	CALEB I VAUGHN	413.69	D372069	TYLER D VU	432.
D372070	KAREN D BRAME	1006.81	D372071	KENNETH L CHISM	1772.
D372072	PAUL E DANIELSON	1405.61	D372073	KORY C FERRIN	3917.
D372074	JAMES D FISCHER	615.54	D372075	VICTORIA M FOSTER	1412.
D372076	THI A HUYNH	2862.73	D372077		522.
D372078	THOMAS R NADOLSKI	1795.88	D372079		1724.
D372080	JOSEPH N PANELLA	1724.88	D372081	DOUGLAS A PLUARD	3729.
D372082	RICHARD A ALVAREZ BROWN	3018.21	D372083	RICHARD O BURILLO	4500.
D372084	FLOR DE LIS ELIZONDO	1318.83	D372085	PATRICIA C FLINN	2632.
D372086	BAO TINH THI LE	1131.61	D372087	RAQUEL D MATA	1307.
D372088	REBECCA S MEEKS	3713.24	D372089	JONATHAN B WAINWRIGHT	3958.
D372090	DAVID C YOUNG	3515.16	D372091	MARIA A ALCARAZ	1956.
D372092	MADELINE M ALVARADO	1495.57	D372093	MARIA S ATWOOD	2200.
D372094	RYAN S BERLETH	2050.78	D372095	BRITTANEE N BRANTNER	1699.
D372096	CARISSA L BRUNICK	1589.08	D372097	TAMMY L CHAURAN HAIRGROV	1397.
D372098	JACINTA F CHOWDHURY	1872.03	D372099	KRISTINA L CORNETT	1537.
D372100	RUSSELL B DRISCOLL	2100.63	D372101	VERONICA FRUTOS	1775.
D372102	DAVID L GEORGE	2090.73	D372103	PINKY C HINGCO	2452.
D372104	LINDALINH THU LY	1744.82	D372105	MARIA C MCFARLANE	2089.
D372106	DAWN M MONTOYA	1543.94	D372107	TRINA T NGUYEN	2121.
D372108	MANUEL A QUIRALTE AGUAYO	1540.86	D372109	JENNIFER V ROMBOUGH	2033
D372110	KIMBRA S VELLANOWETH	1892.25	D372111	CHRYSTAL L WEYKER	1630.
D372112	SHANNON M YELENSKY	1713.96	D372113	SANDRA M ARROYO	1919.
D372114	SHYLER R.D. CHAPPELL	1938.87	D372115		2435.
D372116	KATHERINE M FRANCISCO	1797.58	D372117	AMANDA B GARNER	2297.
D372118	ARCHIE GUZMAN	2271.50	D372119	LAUREN M LADD	2114.
D372120	ROBERT D LUX	2353.66	D372121	MELISSA MENDOZA CAMPOS	2317.
D372122	BRANDY J PARK	2596.84	D372123	CRISTINA V PAYAN	1860.
D372124	JENNIFER M RODRIGUEZ	2322.80	D372125	TANYA L SAMOFF	2726.
D372126	SUSAN A I SEYMOUR	2407.77	D372127	NICOLE D SHORROW	3064.
D372128	DANNY J SOSEBEE	1859.80	D372129	MARSHA D SPELLMAN	2339.
D372130	SPENCER I TRAN	2394.68	D372131	SANTA WARDLE	1102.
D372132	CHERYL L WHITNEY	2341.54	D372133	DANIEL A CAMARA	11097.
D372134	RICHARD E DESBIENS	2219.01	D372135	JAMES D FRANKS	3091.
D372136	PETE GARCIA	2439.02	D372137	ROBERT J GIFFORD	2914.
D372138	STEVEN H HEINE	1098.20	D372139	WILLIAM T HOLLOWAY	3570.
D372140	GERALD F JORDAN	υ.	D372141	JOSEPH L KOLANO	2300.
D372142	LEA K KOVACS	2740.40	D372143	DAVID LOPEZ	3492.
D372144	STEVEN W LUKAS	1940.87	D372145	MARIO MARTINEZ JR	0
D372146	ADAM C NIKOLIC	4680.75	D372147	LUIS A PAYAN	2699.
D372148	TERRA M RAMIREZ	2324.37	D372149	CHRISTIN E ROGERS	2919.
D372150	BRIAN I STROUD	14434.61	D372151	PAUL M TESSIER	2881.
)4C ++++	000100				
	II				

417. 417.

PAYROLL WARRANT REGISTER BY WARRANT NUMBER 10/22/20 PAGE

| TUONG-VAN NGUYEN VU |
|---------------------|
| |
| |
| |
| |
| |
| |
| |
| |
| 1975.84 |
| Н |
| 3729.42 |
| 4 |
| 3518.88 |
| 1089.61 |
| 43842.00 |
| 100455.78 |
| 309502 |
| |
| |
| |
| |
| |
| |
| |

Checks #184270 thru #184283, and Direct Deposits #D371590 thru #D372185, and wire #W2742 thru #W2745 presented in the Payroll Register submitted to the Garden Grove City Council 10 NOV 2020, have been audited for accuracy and funds are available for payment thereof.

PATRICIA SONG - FINANCE DIRECTOR

| 77 |
|--------|
| 195501 |
| II |
| TOTAT. |
| DAGE |
| *** |

| 184284 | JUDITH A MOORE | | 184285 | DIANE BELAIR | 1919.04 |
|---------|--------------------------|---------|---------|--------------------------|---------|
| 184286 | DARIEL TAPIA | 63 | 184287 | MICHAEL F ROCHA | 2073.24 |
| 184288 | DAMIAN JESUS CHAVEZ | 668.51 | 184289 | ARTHUR J FLORES | 2387.72 |
| 184290 | EDWIN O THURMAN JR | 960.29 | 184291 | RICHARD L WILLIAMS | 1937.38 |
| 184292 | FRANK X DE LA ROSA | 2853.24 | 184293 | DEANNA M CHUMACERO | 673.39 |
| 184294 | AARON D DINH | 108.17 | 184295 | ARNULFO GUZMAN JR | 569.44 |
| 184296 | WILLIAM ALLISON | 4524.23 | 184297 | COMMUNITY HEALTH CHARITI | 45.00 |
| 184298 | GARDEN GROVE POLICE ASSO | 1660.00 | D372184 | | 262.05 |
| D372185 | PHAT T BUI | 77.52 | D372186 | STEVEN R JONES | 225.19 |
| D372187 | STEPHANIE L KLOPFENSTEIN | 147.96 | D372188 | DIEDRE THU HA NGUYEN | 277.25 |
| D372189 | KIM B NGUYEN | 280.23 | D372190 | א | 295.80 |
| D372191 | PAMELA M HADDAD | 1638.20 | D372192 | Ŋ | 2313.05 |
| D372193 | SCOTT C STILES | 7036.46 | D372194 | MARIA A STIPE | 5629.79 |
| D372195 | MEENA YOO | 2209.51 | D372196 | AMANDA M POLLOCK | 1754.22 |
| D372197 | TERESA L POMEROY | 3826.52 | D372198 | LIZABETH C VASQUEZ | 2165.88 |
| D372199 | VERONICA AVILA | 2066.35 | D372200 | JEFFREY P DAVIS | 2142.10 |
| D372201 | NOELLE N KIM | 2085.78 | D372202 | MISSY M MENDOZA | 709.21 |
| D372203 | MARIE L MORAN | 2571.56 | D372204 | | 3657.46 |
| D372205 | KRISTY H THAI | 2295.37 | D372206 | SHAUNA J CARRENO | 2015.12 |
| D372207 | их в но | 2067.83 | D372208 | DANNY HUYNH | 3674.84 |
| D372209 | VILMA C KLOESS | 2442.36 | D372210 | IVY LE | 1621.59 |
| D372211 | TAMMY LE | 1490.12 | D372212 | LINDA MIDDENDORF | 2611.63 |
| D372213 | MARIA A NAVARRO | 803 | D372214 | PHUONG VIEN I NGUYEN | 2023.24 |
| D372215 | QUANG NGUYEN | 2550.70 | D372216 | TINA I NGUYEN | 2247.81 |
| D372217 | THYANA T PHI | 694.84 | D372218 | | 2306.49 |
| D372219 | TANYA L TO | 1526.39 | D372220 | | 2179.30 |
| D372221 | ELAINE TRUONG | 1631.35 | D372222 | THANH-NGUYEN VO | 1560.94 |
| D372223 | DON I BALANAY | 1909.77 | D372224 | SYLVIA GARCIA | 1895.65 |
| D372225 | YUAN SONG | 4793.05 | D372226 | RETA J WESTON | 2143.59 |
| D372227 | KAREN M HARRIS | 900 | D372228 | CHRISTI C MENDOZA | 1055.54 |
| D372229 | TREVOR G SMOUSE | 2306.61 | D372230 | JANET J CHUNG | 3350.02 |
| D372231 | ANN C EIFERT | ശ | D372232 | MARGARITA ABOLA | 1870.76 |
| D372233 | MARY ANN M ALCANCIA | 2933.78 | D372234 | MARISA ATIN RAMOS | 916.99 |
| D372235 | ROBERT W MAY | 1245.78 | D372236 | SHAWNA A MCDONOUGH | 201.16 |
| D372237 | HEIDY Y MUNOZ | 3287.76 | D372238 | SELAMAWIT NIGATU | 2316.91 |
| D372239 | MY TRA VO | 2168.93 | D372240 | LIGIA ANDREI | 1738.56 |
| D372241 | ARIANA B BAUTISTA | 1770.31 | D372242 | COMIN | 770.30 |
| D372243 | CORINNE L HOFFMAN | 2342.51 | D372244 | CHELSEA E LUKAS | 2009.80 |
| D372245 | EDWARD E MARVIN JR | 1706.50 | D372246 | ANGELA M MENDEZ | 1692.07 |
| D372247 | JENNIFER L PETERSON | 1859.31 | D372248 | ANH PHAM | 1682.55 |
| D372249 | EVA RAMIREZ | 1950.79 | D372250 | ALEXIS B ROMERO | 1939.22 |
| D372251 | JAIME F CHAVEZ | 1651.46 | D372252 | GARY F HERNANDEZ | 1679.60 |
| D372253 | NEAL M MANALANSAN | 1788.06 | D372254 | DANIEL J SANCHEZ | 1747.12 |
| D372255 | SANDRA E SEGAWA | 3490.79 | D372256 | ALANA R CHENG | 0 |
| D372257 | PAUL GUERRERO | 2573.20 | D372258 | LISA L KIM | • |
| D372259 | JULIE A ASHLEIGH | 1926.95 | D372260 | USI | |
| D372261 | RITA M CRAMER | 2350.49 | D372262 | CHRISTOPHER J CRANDALL | 2788.54 |
| D372263 | BRYSON T DAHLHEIMER | 181 | D372264 | RYAN J DAKE | 2186.12 |
| | | | | | |

| | 2643.45 | 1347.60 | 897 | 669 | 736 | . 7 | | 4092.30 | . [| 3117.52 | 1862.70 | 4222.04 | 1295.75 | 227.6 | 2138.50 | 0 0 | ١, | 7557.42 | | 7 | 3153.89 | 0 | 2027.39 | | 1804.65 | 2132.67 | ו מ | 274.31 | 1677.61 | | 9 | 2944.49 | 2183.75 | സ | ۲. | | 3 | 4 | 9 | ۰. | . i | 731.23 | 2876.54 | |
|-------------------------|----------------|---------------------------|----------------|---------|---------|-------------|---------|--------------------|---------------------------|---------------|------------------|---------------------|--------------|------------------------|---------|---------|---------|------------------------|------------------------------|------------|---------------------------|--------------|---------|----|----------------------------|------------------------------------|-----------|---------------|-------------|----------------|-----------------|-----------------------------------|------------------|----------------------|--------------------|---------------------|---------------|--------------------|----------------------|------------------------|------------|----------|---|--|
| 5/20 PAGE 2 | TODD C HARTWIG | ARMANDO HERRERA JR | DONALD E LUCAS | | 2 | | | LEE W MAKINO | | GREG BLODGETT | TIMOTHY E THRONE | DANIEL J CANDELARIA | \mathbf{H} | NICOLAS C HSIEH | J (| | ַל כ | ANA G VEKGAKA NEAL | TOSHIJA ARTONIIS | JAN BERGER | TIM P CANNON | RYAN H DAVIS | | | MICHAEL J GRAY | ROBERI A HAENDIGES
EDWARD A HIV | LIYAN JIN | AMANDA LE LAI | DAVID MA AE | TYLER MEISLAHN | JUSTIN M MORRIS | BASIL G MUKAD
DIG TBING MCIMEN | ANDREW I ORNELAS | CELESTINO J PASILLAS | JESSICA J POLIDORI | ESTEBAN H RODRIGUEZ | JONATHAN RUIZ | ADRIAN M SARMIENTO | MINH K TRAN | ALEJANDRO N VALENZUELA | K t | C GARCIA | WILLIAM E MUKKAI UK
ALFRED J AGUIRRE | |
| WARRANT NUMBER 11/05/20 | - | D372268 A | | | _ | _ | | D372280 LI | | | - | | . , | | | | | D3/2302 AU | | _ | - | | | | D372318 M. | • | | • | | - | | D372334 BV | | _ | - | | _ | , | _ | • | , | ` | D372360 AD | |
| REGISTER BY WARRA | 4048.10 | 4 | 2215.27 | 2599.85 | 3046.01 | 829.08 | 2707.06 | 2000.2I | 4388 22 | 1888.20 | 4443.55 | 0 | 2289.03 | ū | 2112.97 | 3623.26 | 64.7560 | 23/6.19
/012 72 | 1741.61 | 2953.85 | 1293.31 | 2135.01 | 82.57 | 4. | χ | 31/2.33
2168 95 | 4079.24 | 3703.34 | 3876.83 | 1759.43 | 2143.34 | 1618.92 | 3120.74 | 2601.20 | 3323.14 | 1560.12 | 2904.09 | 1388.72 | 2014.59 | 1292.25 | 1416.60 | 1914.21 | 1905.74 | |
| PAYROLL WARRANT R | | D372267 RALPH V HERNANDEZ | · | | | JAKE P TRAN | | D3722/9 HUGNG Q LY | D372283 MONTCA COMPRETEDS | | • • • | | | D372293 ALICIA M HOFER | | | | D372301 JUSE A VASQUES | D372305 CHRISTOPHER I, ALLEN | | D372309 ROBERT P BERMUDEZ | | | | D372317 ALEJANDRO GONZALEZ | | VIDAI | | | · | | D372333 STEVEN J MOYA JR | | | | | LES A B | • | ALBERT TALAMANTES JR | • | | | D372359 EMILY H TRIMBLE | |

= 236285.72

| TAINCHI HINTEN | d variations | NOMBER | : | |
|---|--------------|---------|------------------------|----------|
| IBRIZ GARCIA | 727.75 | D372362 | RODOLPHO M BECERRA | 3207.18 |
| KAIMOND A BOCHLER
ALBERT J CARRISOZA | # C | D372366 | GABRIELA R CONTRERAS | 22.8221 |
| JULIE T COTTON | 1763.00 | D372368 | E | 1749.02 |
| R EURS II | 2619.02 | D372370 | ROBERT J FRANCO | 688.08 |
| CASEY G GIROUARD | 1584.18 | D372372 | HERMILO HERNANDEZ | 1996.93 |
| DARNELL D JERRY | 433.09 | D372374 | BRENT KAYLOR | 2696.69 |
| MARK W LADNEY | 2744.01 | D372376 | RAUL LEYVA | 2863.01 |
| DIEGO A MEJIA | 2041.14 | D372378 | RIGOBERTO MENDEZ | |
| STEVEN T ORTIZ | 3273.04 | D372380 | PHILLIP Q PHAM | m |
| RICHARD L PINKSTON | v. | D372382 | JOSE J ROMAN | 745.2 |
| ALEXIS P TARIN | 2118.82 | D372384 | | 7 |
| SUSAN VITALI | 765.10 | D372386 | STEPHANIE A WASINGER | 583.89 |
| | 459.07 | D372388 | IOAN ANDREI | 991.48 |
| SYLVESTER A BABINSKI IV | 1659.75 | D372390 | DONEISHA L BELL | 698.62 |
| CANTRELL | 2161.27 | D372392 | JULIA ESPINOZA | <u> </u> |
| FERNANDEZ | 1197.73 | D372394 | CONKAD A FERNANDEZ | - (|
| | 973.98 | D372396 | JORGE GONZALEZ | 1154.29 |
| MICHAEL R GREENE | 1890.27 | D372398 | RONALD D GUSMAN | |
| GLORIA A HARO | 1165.99 | D372400 | ERIC W JOHNSON | |
| LEONEL A LAMAS | 927.67 | D372402 | KHUONG NGUYEN | ο. |
| C REYES | 1210.99 | D372404 | RAFAEL ROBLES | 1388.65 |
| ADRIANNA M RODRIGUEZ | 1096.15 | D372406 | RODERICK THURMAN | 1702.97 |
| VERA | ĸ. | D372408 | | 1967.04 |
| DOMINIC CAMERA | 717.79 | D372410 | PHILLIP J CARTER | 2516.00 |
| RICK L DUVALL | 2840.33 | D372412 | AARON R HANSEN | ~ |
| HUY HOA HUYNH | υ. | D372414 | MATTHEW D ILFELD | 1291.47 |
| KWIATKOWSKI | 2049.41 | D372416 | DANIEL C MOSS | 1377.26 |
| QUIROZ | ٦, ١ | D372418 | RICARDO SALDIVAR | |
| WILLIAM A SOTO | 9 1 | D372420 | | 2344.85 |
| THOMPSON | ن ت | D372422 | JOSEPH E TRUJILLO | 1439.37 |
| WILLIAM U WHITE | 2076.55 | D372424 | OESSE GOZMAN | |
| MAKK M KHALLL | 2002.33 | D3/2426 | BREIT A MEISLAHN | 73/6.24 |
| DOUGLAS A MOOKE | 2133.42 | D3/2428 | ANDREW O MORELAND | 1617 E6 |
| AUSILIN H FOWELL | 2037.04 | D3/2430 | ч ; | ac./Tat |
| SIEPHEN D SUDDUIH | 25.05.05 | D3/2432 | LIMOIHI WALLINGFORD | 0 5 |
| GOUNTOUMA | 2111.35 | D372434 | ALBERT O HOLMON III. | |
| VICTOR T BLAS | 21/1.95 | D372436 | JOSE GOMEZ | 1970.04 |
| MICHAEL V GUERRERO | . i | D372438 | BRENT W HAYES | 003.8 |
| FRANK D HOWENSTEIN | 2370.84 | D372440 | ALLEN G KIRZHNER | 2513.08 |
| S NONES | 1410.89 | D372442 | STEPHEN PORRAS | 2809.60 |
| JESSE VIRAMONTES | 2262.48 | D372444 | JOHN ZAVALA | 22.5.22 |
| STEPHAINE AMBRIZ | 14.7 | D372446 | JOSELYN D AVALOS | |
| BAILOR | 5.2 | D372448 | JOSUE BARREIRO MENDOZA | 1457.05 |
| BOGGAN | 153.84 | D372450 | RACHEL M CAMARENA | 2107.21 |
| RENE CAMARENA | . 7 | D372452 | | . 7 |
| AMANDA D CROSS | 27 | D372454 | | 668.57 |
| KENNETH E CUMMINGS | 135.29 | D372456 | MARLY DELGADO CHAVEZ | 527.76 |
| | | | | |

| 3071.77
810.54
414.78
2491.72 | 1816.08 | 914.26
2916.13 | 3394.88 | 2333.56 | 370.61 | 166.26 | 466.54 | 30%6.53 | 547.06 | 2300.28 | 3112.98 | 1978.16 | 2058.86 | 3024.22 | 2412.16 | 5043.58 | 3456.17 | 747.05 | 1850.94 | 3470.20 | 4071.41 | 4462.46 | 3107.94 | 2399.51 | 1587.23 | 1046 80 | 2752.08 | 1930.72 | 4822.94 | 3988.50 | 2098.94 | 2869.98 | 2336.45 | 2654.39 | 818.03 | 4707.54 | S | 4918.08 |
|---|--------------------------------------|---|-------------------------------|-----------------|-----------------|----------------|------------------------|----------------------|--------------------|------------------|--------------------|---------------------|----------------|--------------------------|-----------------|------------------|------------------|---------------|----------------|-------------------------|------------------|--------------------|-----------------|--------------|----------------------|--------------------------------|--------------------|--------------------|-------------------|-----------------|----------------|-------------------|-------------------|------------------|----------------|-------------|---------------|------------------|
| MARK C FREEMAN
STEVEN E GOMEZ
LAUREN E HULL
FLAINE M MA AE | JESUS MEDINA
JOHN A MONTANCHEZ | NOEL N NICHOLAS
GABRIELA OCADIZ HERNANDE | JANET E PELAYO
ALEXA PRADO | SUGEIRY REYNOSO | MARIA D ROSALES | DIANA SALDIVAR | EMERON J SCHLUMPBERGER | CLAUDIA VALDIVIA | JACOB D VIRAMONTES | CAROLE A KANEGAE | CLAUDIA ALARCON | SHARON S BAEK | JESENIA CAMPOS | NICHOLAS A DE ALMEIDA LO | HELENA ELSOUSOU | | MICHAEL J JENSEN | 4 # | REYNA ROSALES | MICHAEL J VISCOMI | PEDRO R ARELLANO | ALFREDO R AVALOS | BEAU A BERENGER | יי | CHARLIE DANIELEY III | STREPHEN C ESTION | HECTOR FERREIRA JR | ROBERT D FRESENIUS | JOSEPH P GROSS JR | JOSE D HERRERA | KIRK P HURLEY | NICKOLAS K JENSEN | Ð | MICHAEL J LANG | RAPHAEL M LEE | RYAN M LUX | 딤 | JASON S PERKINS |
| D372458
D372460
D372462 | D372466 | D372470
D372472 | D372474 | D372478 | D372480 | D372482 | D372484 | D372486 | D372490 | D372492 | D372494 | D372496 | D372498 | D372500 | D372502 | D372504 | D372506 | D372510 | D372512 | D372514 | D372516 | D372518 | D372520 | D372522 | D372524 | D372526 | D372530 | D372532 | D372534 | D372536 | D372538 | D372540 | D372542 | D372544 | D372546 | D372548 | D372550 | D372552 |
| 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 680.02
446.74
1993.40 | 2007.89 | 443.55
2619.30 | 246.39 | 462.74 | 1939.36 | 111.45 | 2360.66 | 54.745 | 1300.62 | 5695.94 | 5627.52 | 1586.22 | 1796.35 | 3080.35 | 4740.95 | 5080.27 | 2246.01 | 2775 1A | 1713.45 | 5090.85 | 2497.95 | 2634.58 | 2305.34 | 2257.60 | 2890.94 | 2273 40 | 2192.57 | 20688.69 | 2329.58 | 2671.52 | 3052.34 | 3261.03 | 80.05 | 3443.11 | 4539.67 | 3717.07 | S | 3018.52 |
| | 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| GABRIELA DIAZ
JARED D GARCIA
JACOB R GRANT
KALYSTA N LOPEZ | LORENA OCHOA MCINTYRE
JUAN MEDINA | KIRSTEN K NAKAISHI
JENNIFER GODDARD NYE | STEPHANIE ORTIZ | SHADY S PUAILOA | MARINA Y ROMERO | TANYA ROSAS | DANA MARIE SAUCEDO | KENNETH P TRAVIS III | PAUL E VICTORIA | THOMAS R DARE | VINCENTE J VAICARO | KRISTEN A BACKOURIS | GENA M BOWEN | BRIAN D DALTON | AMIR A EL FARRA | PATRICK E GILDEA | AI KELLY HUYNH | THE SON I LES | ASHLEY C ROJAS | ROBERT M STEPHENSON III | GIOVANNI ACOSTA | TIMOTHY R ASHBAUGH | COLLIN E BAKER | RENZO CHUMBE | GARY L COULTER | ESAAC DAVILA
RPOC D DIDIERV | JESUS FAJARDO | KARI A FLOOD | JASON S FULTON | TRAVIS J HADDEN | JASON A HOWARD | DONALD J HUTCHINS | VICTORIA A JORDAN | TIMOTHY P KOVACS | ANGELA LEDESMA | MARK A LORD | JORGE L MAZON | MITCHEL S MOSSER |
| D372457
D372459
D372461 | D372465
D372467 | D372469
D372471 | D372473 | D372477 | D372479 | D372481 | D372483 | D372485 | D372489 | D372491 | D372493 | D372495 | D372497 | D372499 | D372501 | D372503 | D372505 | D3/250/ | D372511 | D372513 | D372515 | D372517 | D372519 | D372521 | D372523 | U3/2525 | D372529 | D372531 | D372533 | D372535 | D372537 | D372539 | D372541 | D372543 | D372545 | D372547 | D372549 | D372551 |

= 249792.00

**** PAGE TOTAL

| COREY T POLOPEK | | 2587.15 | D372554 | SINDY RAMIREZ OROZCO | (4) | 2798.53 |
|--------------------------------|---------|---------|--------------------|---|------|----------|
| 3441.8
777 4 | 3441.8 | ם ת | D372558 | SHAVIEN I SIMONS | , | 22.0012 |
| ES 9091 | 9091.4 | 1 0 | D372560 | EDGAR VALENCIA | | 3411.59 |
| WIMMER 3834 | 3834.1 | 8 | D372562 | SARAH A WRIGHT | ., | 2377.19 |
| COLE A YNIGUEZ 2675.84 | 2675.84 | | D372564 | MARCOS R ALAMILLO | • | 6095.00 |
| 2988 NC | 2988.44 | | D372566 | FRANCISCO AVALOS JR | 11 | 2710.29 |
| F BANKSON 3347 | 3347.29 | | D372568 | | | 2578.25 |
| EVAN S BERESFORD 2688.89 | 2688.89 | | D372570 | TROY F BOWMAN | | 2163.63 |
| 0000 | 26.0866 | | D3/25/2 | KIAN V BUSILLLUS | ,, , | 00.00.00 |
| CENTENO 4186 | 4186.41 | | D372574 | | . • | 2854.99 |
| HAIN O CHO | 3146.31 | | D3/25/6 | BRITAIN M CLASBI OR | ', ' | 3006.00 |
| C COKIEZ 2457 | 245/24 | | D3/22/8 | TANTON M DIEDERO OR | ., . | 15. 5055 |
| C.1.C.2 | 4873 60 | | 1372580
1372582 | | | 4967 94 |
| ADV ADVISA ADVISA ADVI | 4001 43 | | D372584 | ; α | | 1808 63 |
| 2556 | 2556.67 | | D372586 | GONZALO GONZALEZ JR | | 3018.37 |
| 3151 | 3151.38 | | D372588 | A JIMENEZ | | 2712.14 |
| 1020
0530 | 2530.44 | | D372590 | ROBERT J KTVI ER | | 2207.49 |
| 1894 | 1894.03 | | D372592 | ֓֞֝֟֝֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓ | 7 | |
| | 4166.33 | | D372594 | RAFAEL LOERA JR | | 2601.30 |
| ATTO CONTROL | 26.5521 | | 752750 | PORTED MACHINA | | 2694 56 |
| | 2822.16 | | D372598 | GIANLUCA F MANIACI | | 3009.16 |
| 5184 | 5184.29 | | D372600 | NATHAN D MORTON | | 1582.70 |
| PHY | 3029.68 | | D372602 | | • | 2184.34 |
| 3227 | 3227.51 | | D372604 | JOSHUA T OLIVO | (**) | 3858.68 |
| TRUJILLO ORTIZ 2213 | 2213.39 | | D372606 | EMMANUEL PEREZ | ., | 2136.26 |
| OMAR F PEREZ 2508.20 | 2508.20 | | D372608 | LUIS A QUIROZ | - | 1807.15 |
| | 3300.37 | | D372610 | DANIEL RODRIGUEZ | ., | 2600.97 |
| 2869 | 2869.41 | | D372612 | ALFREDO SALGADO JR. | 0 | 2164.83 |
| CHRISTOPHER M SHELGREN 2610.40 | 2610.40 | _ | D372614 | LEVI JOENIEL SILVA | ., | 2991.54 |
| PAUL W ASHBY 3458.35 | 3458.35 | | D372616 | THOMAS A CAPPS | (*) | 3692.32 |
| I 2830. | 2830.63 | | D372618 | SHELBY KEUILIAN | | 1831.21 |
| DANNY J MIHALIK 3462.93 | 3462.93 | | D372620 | JEREMY N MORSE | ., | 2915.17 |
| JASON M MURO 4491.35 | 4491.35 | | D372622 | | (*) | 3030.36 |
| DANIELLE E RIEDL 2517.44 | 2517.44 | | D372624 | ROCKY F RUBALCABA | 4 | |
| 5937 | 5937.69 | | D372626 | DUO XU | | 1387.36 |
| JOHN J YERGLER 3408.96 | 3408.96 | | D372628 | CHRISTOPHER M EARLE | | 3065.21 |
| BENJAMIN M ELIZONDO 2846.94 | 2846.94 | | D372630 | KRISTOFER D KELLEY | | 2895.07 |
| NICHOLAS A LAZENBY 4255.38 | 4255.38 | | D372632 | CHARLES H LOFFLER | (*) | 3081.75 |
| BRADLEY A LOWEN 2758.94 | 2758.94 | | D372634 | RYAN R RICHMOND | - | 1964.39 |
| 3394 | 3394.21 | | D372636 | AARON J COOPMAN | 7 | 4654.89 |
| E GERDIN | 4010.86 | | D372638 | TROY HALLER | 4 | 4872.39 |
| NOSNHOL | 4609.79 | | D372640 | RAUL MURILLO JR | • | 3890.36 |
| 3635 | 3635.42 | | D372642 | BARRAZA | 10 | 10013.03 |
| NNE 2535 | 2535.48 | | D372644 | DEREK M LINK | | 3254.78 |
| i m | 882 | | D372646 | LISA A BELTHIUS | | 92.87 |
| A10E | 125 | | 137274B | DANING CHIME | | 19 200 |
| 711 | 7.621. | 9 | 0403/57 | | | |

| 287.52 | 30.81 | 80.83 | 3861.87 | 466.84 | 8 | 427.77 | 467.73 | 1772.55 | 3917.99 | 1412.07 | 542.72 | 1724.88 | 3729.34 | 3944.85 | 2632.31 | 1357.90 | 4304.70 | 3496.34 | 1833.26 | 2164.17 | 1837.84 | 1845.47 | 1821.28 | 2128.89 | 0. | 1558.75 | ο. | 2178.52 | 1713.96 | 1938.87 | 2325.81 | 3135.61 | 9. | 2596.84 | 2679.59 | 2407.77 | 1859.80 | 2394.68 | 9. | 19156.43 | ᅼ. | œ | ī. | 4. | φ. | • | 3055.39 |
|--------------------|----------------------|------------------|-----------------|-------------------|-----------------|--------------|----------------|-----------------|------------------|-------------------|-------------------|-------------------|------------------|-------------------------|----------------------|-----------------|-----------------|-----------------------|---------------------|----------------|----------------------|--------------------------|--------------------|-----------------|------------------|-------------------|----------------|----------------------|--------------------|----------------------|-----------------------|-----------------|---------|------------------------|------------------|----------------|------------------|-------------------|------------------|--------------------|----------------|------------------|--------------------|-----------------|----------------|-------------------|-----------------|
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | CHRISTOPHER C DOVEAS | EDWARD K KIM | CARL J WHITNEY | TANNER C DE PADUA | | KENTON TRAN | TYLER D VU | KENNETH L CHISM | KORY C FERRIN | VICTORIA M FOSTER | KENNETH E MERRILL | JACOB J NEELY | DOUGLAS A PLUARD | RAY E BEX | PATRICIA C FLINN | | JOHN E REYNOLDS | DAVID C YOUNG | MADELINE M ALVARADO | RYAN S BERLETH | CARISSA L BRUNICK | | RUSSELL B DRISCOLL | DAVID L GEORGE | LINDALINH THU LY | DAWN M MONTOYA | | KIMBRA S VELLANOWETH | SHANNON M YELENSKY | SHYLER R.D. CHAPPELL | KATHERINE M FRANCISCO | ARCHIE GUZMAN | | BRANDY J PARK | | ∢ । | | SPENCER T TRAN | CHERYL L WHITNEY | RICHARD E DESBIENS | PETE GARCIA | STEVEN H HEINE | GERALD F JORDAN | LEA K KOVACS | STEVEN W LUKAS | ADAM C NIKOLIC | TERRA M RAMIREZ |
| D372650 | D372652 | D372654 | D372656 | D372658 | D372660 | D372662 | D372664 | D372666 | D372668 | D372670 | D372672 | D372674 | D372676 | D372678 | D372680 | D372682 | D372684 | D372686 | D372688 | D372690 | D372692 | D372694 | D372696 | D372698 | D372700 | D372702 | D372704 | D372706 | D372708 | D372710 | D372712 | D372714 | D372716 | D372718 | D372720 | D372722 | D372724 | D372726 | D372728 | D372730 | D372732 | D372734 | D372736 | D372738 | D372740 | D372742 | D372744 |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4145.77 | 457.52 | 428.69 | 4544.20 | 403.67 | 548.72 | 438.67 | 478.80 | 1006.81 | 1338.50 | 1000.72 | 2862.73 | 1795.88 | 1724.88 | 3018.21 | 1318.83 | 1182.82 | 3554.14 | 3079.93 | 2089.16 | 1832.90 | 1762.91 | 1686.97 | 1537.40 | 1621.41 | 2439.95 | 2063.42 | 2121.00 | 2548.99 | 1634.97 | 2024.87 | 2764.57 | 2297.05 | 2238.26 | 2481.09 | 1860.56 | 2726.97 | 2209.12 | 2339.97 | 1395.32 | 2560.22 | 2706.87 | 3259.70 | 3570.18 | 2300.40 | 4762.10 | 4482. | 23057.96 |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| COURTNEY P CIBOSKY | JOHN DANG | DANIEL S EDWARDS | EDUARDO C LEIVA | ANDREW N BUI | JOSEPH A GARCIA | RUDY A ROCHA | CALEB I VAUGHN | KAREN D BRAME | PAUL E DANIELSON | JAMES D FISCHER | THI A HUYNH | THOMAS R NADOLSKI | JOSEPH N PANELLA | RICHARD A ALVAREZ BROWN | FLOR DE LIS ELIZONDO | BAO TINH THI LE | REBECCA S MEEKS | JONATHAN B WAINWRIGHT | MARIA A ALCARAZ | MARIA S ATWOOD | BRITTANEE N BRANTNER | TAMMY L CHAURAN HAIRGROV | KRISTINA L CORNETT | VERONICA FRUTOS | | MARIA C MCFARLANE | TRINA I NGUYEN | | CHRYSTAL L WEYKER | SANDRA M ARROYO | | AMANDA B GARNER | | MELISSA MENDOZA CAMPOS | CRISTINA V PAYAN | TANYA L SAMOFF | NICOLE D SHORROW | MARSHA D SPELLMAN | SANTA WARDLE | DANIEL A CAMARA | JAMES D FRANKS | ROBERT J GIFFORD | WILLIAM T HOLLOWAY | JOSEPH L KOLANO | DAVID LOPEZ | MARIO MARTINEZ JR | LUIS A PAYAN |
| D372649 | D372651 | D372653 | D372655 | D372657 | D372659 | D372661 | D372663 | D372665 | D372667 | D372669 | D372671 | D372673 | D372675 | D372677 | D372679 | D372681 | D372683 | D372685 | D372687 | D372689 | D372691 | D372693 | D372695 | D372697 | D372699 | D372701 | D372703 | D372705 | D372707 | D372709 | D372711 | D372713 | D372715 | D372717 | D372719 | D372721 | D372723 | D372725 | D372727 | D372729 | D372731 | D372733 | D372735 | D372737 | D372739 | D372741 | D372743 |

= 241854.32

**** PAGE TOTAL

PAYROLL WARRANT REGISTER BY WARRANT NUMBER 11/05/20 PAGE

7

| 2919.09
2881.91
3438.37 |
|-------------------------------|
| 100 |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |

**** PAGE TOTAL = 651767.04

TOTAL CHECK PAYMENTS 15
TOTAL DIRECT DEPOSITS 598
TOTAL WIRE PAYMENTS 4
GRAND TOTAL PAYMENTS 617

Checks #184284 thru #184298, and Direct Deposits #D372184 thru #D372781, and wire #W2746 thru #W2749 presented in the Payroll Register submitted to the Garden Grove City Council 24 NOV 2020, have been audited for accuracy and funds are available for payment thereof.

Y X

22,900.97 1,530,603.85 496,105.85

2,049,610.67

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 11/10/2020

Subject: Adoption of a Resolution denying the Date:

appeal and upholding the Planning Commission's decision to approve Conditional Use Permit No. CUP-339-11 (REV. 2020). (*Action Item*)

OBJECTIVE

To conduct a public hearing to consider the Appellant's appeal of the Garden Grove Planning Commission's approval of Conditional Use Permit No. CUP-339-11 (REV. 2020), regarding a request to modify the approved plans and Conditions of Approval, under Conditional Use Permit No. CUP-339-11 (REV. 2014), for an existing indoor sports facility, MAP Sports Facility, located at 12552 Western Avenue (Assessor's Parcel No. 215-032-01), to expand the hours of operation allowing daytime weekday business hours and activities and to expand the existing parking lot to provide additional parking spaces.

BACKGROUND

The subject site is an existing approximately six (6) acre site located on the southeast corner of the intersection of Western Avenue and Lampson Avenue. The subject site abuts industrial type uses in all directions. The property is currently divided into two areas, which are divided by a chain link fence. The approximately four (4) acre MAP Sports Facility ("MAP") site at the northwest corner of the property is improved with an existing 80,000 square foot warehouse building (12552 Western Avenue) that is utilized by MAP and currently in operation as an indoor sports facility. The remaining portion of the site, which wraps around the easterly and southerly part of the property, is improved with a parking lot area and a 20,001 square foot one-story industrial warehouse building, fronting Western Avenue.

In 2011, the City of Garden Grove approved Amendment No. A-162-11 and Conditional Use Permit No. CUP-339-11 to allow a Code Amendment to Title 9 of the City of Garden Grove Municipal Code to allow "indoor sports facility" uses in the M-P (Industrial Park) zone subject to a Conditional Use Permit, and approved a Conditional Use Permit for the MAP Sports Facility (MAP) for operation within the 80,000 square foot warehouse building. According to business license records, the MAP Sports Facility has been in operation since 2012.

In 2014, the City of Garden Grove approved Conditional Use Permit No. CUP-339-11 (REV. 2014) to allow modifications to the approved plans and the Conditions of Approval under Conditional Use Permit No. CUP-339-11, to update the business operational conditions relating to, but not limited to, parking space requirements, building code compliance, and maximum building occupancy. The City concurrently approved

Amendment No. A-009-2014, amending Title 9 of the Garden Grove Municipal Code, Section 9.16.020.030, to permit "Parking Facilities (For Fee)" in the M-P (Industrial Park) zone, subject to a Conditional Use Permit. Amendment No. A-009-2014 was processed by the City in coordination with the proposed modifications to the Conditions of Approval for MAP (under Conditional Use Permit No. CUP-339-11 (REV. 2014)), which implicitly authorized MAP to charge its patrons for parking. Notably, the approval of CUP-339-11 (REV. 2014) accomplished the following items including, but not limited to:

- Completion of various building improvements to increase the maximum occupancy (the maximum number of persons allowed in the building) per the California Building Code from 294 occupants to a new maximum of 516 occupants;
- In order to accommodate the increase in maximum occupancy for the building, re-striping of the

existing parking for to increase the number of parking spaces available on-site from 170 parking spaces to 191 parking spaces (increase of 21 parking spaces);

- To further support the accommodation of the increased maximum occupancy for the building, establishing and implementing a carpool incentive program, the "Green MAP Plan", which allows up to forty-five (45) vehicles carpooling with four (4) or more occupants per vehicle to park on-site for free; and
- Interior tenant improvements to add a snack and merchandise shop within the indoor sports facility.

DISCUSSION

Project Summary: The MAP Sports Facility ("MAP") is an indoor sports facility where the primary sports played are basketball and volleyball. Condition No. 8 of the Conditions of Approval, under Conditional Use Permit No. CUP-339-11 (REV. 2014), currently restrict hours of operation for the facility to be from 5:00 p.m. to 10:00 p.m., Monday through Friday, and 8:00 a.m. to 10:00 p.m., Saturday and Sunday. The applicant is requesting to modify the Conditions of Approval, under Conditional Use Permit No. CUP-339-11 (REV. 2014), to expand the hours of operation allowing daytime weekday business hours and activities. The proposed hours of operation will be from 8:00 a.m. to 11:00 p.m., seven (7) days a week, and Condition No. 8 would be modified to reflect this change. It should be noted, Staff did not express concerns with the 1-hour extension to the current closing time from 10:00 p.m. to 11:00 p.m. for weekdays and weekend days. Extending the closing time from 10:00 p.m. to 11:00 p.m. did not impact the projected parking demand or pose potential on- or off-site parking impacts. Most businesses in the nearby industrially zoned areas are closed by 5:00 p.m., during the weekdays, and closed on the weekend. Currently, weekday nighttime activities, during the permitted hours of operation between 5:00 p.m. to 10:00 p.m., typically include organized instruction, practices, and league play relating to volleyball and basketball sports. Proposed weekday daytime activities will include youth summer camps, senior pickleball league, and typical school-aged team scrimmages, organized instruction, and practices. The applicant submitted a parking demand study produced and conducted by K2 Traffic Engineering, Inc. ("K2"), a professional firm with California licensed traffic engineers who provide traffic engineering and civil engineering design and consulting services. The K2 parking demand study was prepared in order to address projected parking demand and any potential impacts from the new weekday daytime hours of operation and activities. The following discussion will highlight and address the two (2) new weekday daytime activities of youth summer camps and senior pickleball league.

Youth Summer Camps: MAP intends to host youth summer camps of basketball and volleyball sports with up to a maximum of 300 participants between 6 and 18 years of age. The specific activities in summer camps include organized instruction, drills, practices, and scrimmages. Typical summer camp schedules will occur Monday through Friday, beginning at 9:00 a.m. and ending at 4:00 p.m. The next typical scheduled activities will begin at 4:30 p.m. (30-40 minutes after any youth summer camps end prior), which will include organized instruction, drills, practices, scrimmages, and league play. It should be noted, the typical activities of a youth summer camp, during weekday daytime hours, will be similar to the current weekday nighttime activities that occur today (i.e., organized instruction, drills, practices, and scrimmages). The difference being that current weekday nighttime activities are comprised of various smaller groups, while a youth summer camp is comprised of a larger, single group of participants (not to exceed 300 participants). On February 28, 2019, the MAP held a "trial session" youth summer camp which took place between 9:00 a.m. and 4:00 p.m. The intent of this trial session was to allow K2 to record observations and measure the anticipated parking demand for a typical summer camp. The "trial session" youth summer camp included 195 participants. Parents dropped off their campers at 9:00 a.m. and later picked them up at 3:30 p.m. Approximately 15% of the participants carpooled to the facility. The number of parked vehicles were noted at thirty (30) minute intervals between 8:00 a.m. to 5:00 p.m. During this trial session, a maximum of 55 parking spaces were in use. Based on these observations, K2 projected that a youth summer camp with 300 participants would require the availability of 80 parking spaces. The subject site currently provides 191 parking spaces. Therefore, during a youth summer camp at full capacity of 300 participants, it is projected that there would be a surplus of at least 111 parking spaces available on-site (additional parking spaces would be available should a given youth summer camp include less than 300 participants).

Pickleball League: Pickleball is a paddelball sport which combines elements of tennis, badminton, and table tennis (ping-pong). A pickleball game may include up to two to four players maximum – in a single or doubles style of play (1 versus 1 or 2 versus 2). The dimensions of a pickleball court are slightly smaller than the dimensions of a volleyball court. The MAP Sports Facility has spacing for eight (8) basketball/volleyball courts. It is anticipated that there will be a maximum of eight (8) pickleball courts at any one time. The MAP plans to introduce adult pickleball league play to take place during off-peak weekday daytime hours between the hours of 9:00 a.m. to 4:00 p.m. Because the participants of pickleball league play will primarily be comprised of adults, it is anticipated that each participant will drive their own vehicle to the MAP. With eight (8) pickleball courts, and with an assumption that all courts will include doubles play (4 players per game), this would amount to approximately 32 players at any

one time. Thus, the expected maximum parking demand for pickleball league play is 32 parking spaces. In the event that a youth summer camp (of 300 participants) ran concurrently with pickleball league play (of 32 participants), both in maximum participant scenarios, out of an abundance of caution, the projected combined parking demand is 112 parking spaces (80 + 32 parking spaces). It should, however, be noted that if a youth summer camp and pickleball league did run concurrently, both activities would not be able to utilize all eight (8) courts at the same time. It is reasonable to assume that the court areas would be shared between the two (2) activities, thus resulting in a smaller youth camp (less than 300 participants) and/or the use of less pickleball courts (less than 8 courts resulting in less than 32 pickleball participants). Therefore, the actual parking demand may be substantially less than 112 parking spaces. Nevertheless, based on a maximum scenario of 112 parking spaces required, the existing 191 parking spaces available on-site would be more than adequate to accommodate this projected parking demand.

"Green MAP Plan" Carpool Incentive Program: As mentioned prior, the approval of Amendment No. A-009-2014 and CUP-339-11 (REV. 2014) implicitly authorized the MAP to charge its patrons for parking. The MAP imposes a parking fee during high demand periods such as Friday evenings, weekends, and holidays. Condition No. 11, under CUP-339-11 (REV. 2014), currently states: "The applicant/property owner shall maintain a minimum of 191 parking spaces on the site, per the submitted site plan for CUP-339-11 (REV. 2014), that are available to participants at the indoor sports facility.

In addition, the applicant shall implement a carpool incentive plan, (the "Green Map Plan") which will allow at least forty-five (45) vehicles carpooling with four (4) or more occupants per vehicle to park on-site for free. The carpool incentive plan is meant to encourage patrons to carpool to the indoor sports facility. The carpool incentive plan shall be in effect and implemented at all times." Since the approval of CUP-339-11 (REV. 2014), the MAP has

implemented the carpool incentive program. On a typical weekend, K2 observed that as many as 40 of the 45 available carpool spaces were utilized, representing an 89% utilization. The site currently provides 191 parking spaces, which include 45 spaces allocated for carpool parking as part of the MAP's carpool incentive program. The MAP proposes to expand its free carpool incentive program by adding 20 carpool spaces for a new total of 65 carpool spaces, as part of the "Green MAP Plan". It should be noted, the MAP does not charge for parking during off-peak periods. Should CUP-339-11 (REV. 2020) be approved, the MAP will also not charge for parking during weekday daytime hours, and Conditions of Approval will require as such.

On-Street Parking: Similar to most indoor sports facilities that charge a parking fee during peak periods, some attendants choose to park off-site. K2 evaluated the use and availability of public parking spaces on nearby public streets. In the project vicinity, public parking is conveniently available on Western Avenue and Anaconda Avenue. It is estimated that approximately 135 on-street public parking spaces are available on these nearby streets. On a weekend day, K2 observed as many as 102 cars parked on the street at peak. During the same period, only 41 pedestrians were observed walking to the MAP Sports Facility, indicating that not all cars parked on the nearby public streets were patrons of the MAP. K2 determined that there was no apparent correlation between the number of walk-in patrons and the number of vehicles parked on nearby public streets. Generally, on-street parking in the surrounding industrial areas is abundantly available, especially on Friday evenings, weekends, and holidays (peak periods for the MAP).

Parking: Between 2014 to late 2019 (since the approval of CUP-339-11 (REV. 2014), there had been no reported Code Enforcement cases or complaints received relating to on-site or off-site parking or circulation issues. However, in December of 2019, the Code Enforcement Division received a complaint that patrons of the MAP were accessing parking lots on nearby properties for drop-off and parking purposes. While the current number of available parking spaces on-site (191 parking spaces) is considered adequate, per the MAP's current Conditional Use Permit (CUP-339-11 (REV. 2014)), in order to address any current and future potential parking issues, and as mentioned prior, the applicant is proposing to expand its carpool incentive program by increasing the number of carpool parking spaces from 45 to 65, to further promote carpooling and reduce parking demand. In addition, the applicant is also proposing to introduce and utilize an overflow parking area, which is currently an existing parking lot area on the eastern portion of the property separated by a fence and sliding gates. During any peak times and events, as necessary, the MAP will provide open access and use of this overflow lot, which provides an additional 78 parking spaces. The vehicular access gates to this lot will be fitted with a Knox box for additional emergency access for the Orange County Fire Authority. Upon project completion, the MAP Sports Facility will provide 269 parking spaces, which is comprised of seven (7) ADA handicap accessible spaces, 184 standard spaces, and 78 overflow spaces. Again, a total of 65 spaces will be made available for carpool use under the "Green MAP Plan". Under the original approval of Conditional Use Permit No. CUP-339-11, it was determined that a minimum of 156 parking spaces are required for the MAP, which is a parking rate of 2.43 parking spaces per 1,000 square feet. The new proposed total of 269 parking spaces would represent a surplus of 113 parking spaces. Staff finds that the المراجع المراجع المائين المراجع المائين المراجع المراجع المراجع المراجع المراجع المراجع المراجع المائين المراجع

additional overflow parking lot, along with the expanded carpool incentive program, will mitigate any potential onand off-site parking issues.

As a result of this request, Condition No. 11 would be modified, in part, as follows (New text in **bold-italics** and deleted text in strike-through): "The applicant/property owner shall maintain a minimum of 191 269 parking spaces on the site (184 standard parking spaces, 7 ADA accessible parking spaces, and 78 overflow parking spaces), per the submitted site plan for CUP-339-11 (REV. 2014) (REV. 2020), that are available to participants at the indoor sports facility. In addition, the applicant shall implement a carpool incentive plan, (the "Green Map Plan") which will allow at least forty-five sixty-five (45) (65) vehicles carpooling with four (4) or more occupants per vehicle to park on-site for free. The carpool incentive plan is meant to encourage patrons to carpool to the indoor sports facility. The carpool incentive plan shall be in effect and implemented at all times. The overflow parking area, of 78 parking spaces, shall be made available to patrons of the

indoor sports facility, during any peak times and events, as necessary."

As a precaution, and to address any potential on- or off-site parking issues that may arise in the future, the remainder of Condition of Approval No. 11 will continue to be maintained, which, in part, states the following: "Due to the nature of the operation of an indoor sports facility with variables in user demand there is the possibility that parking issues may arise. In the event, the site cannot accommodate the parking demand at any given time which causes a nuisance, hindrance, and/or problem with both on-site and off-site parking and circulation, the business owner/property owner shall devise and implement a plan to relieve the situation. On-site circulation problems refer to parking along designated "red-curb" area, blocking fire lanes, blocking regular drive aisles/double-parking and reducing or blocking entrances or exits. The business owner/property owner shall submit a plan to manage parking issues for review and approval by the Community and Economic Development Department. The plan may include, but not be limited to: reducing the hours of operation, limiting the number of courts in use at one time, limiting the number of attendees per tournament or other special event, instituting an off-site parking arrangement; having on-site parking control personnel; and/or other actions that may be deemed applicable to the situation. If the City's Community and Economic Development Director deems such action is necessary to address parking and circulation problems, such action shall be implemented within 30 days of written notice. Failure to take appropriate action shall be deemed a violation of these Conditions of Approval and may result in the City restricting the overall use of the facility."

The proposed modifications to the parking lot areas will now delineate a dedicated/separate area, surrounded by fencing and a vehicular access gate, for the existing 20,001 square foot industrial building, located on the southwest corner of the property, which is a separate operator/business unrelated to the MAP Sports Facility. Based on Municipal Code parking requirements, a minimum of 40 parking spaces are required for the 20,001 square foot industrial building. In the dedicated parking area for this building, a total of 40 parking spaces will be provided. The applicant has demonstrated on its submitted plans that adequate parking and truck maneuvering space, for vehicular access to the existing loading areas at the rear of the building, will be maintained. At the April 16, 2020, Planning Commission meeting, and pursuant to a request submitted by the applicant, the Planning Commission continued Conditional Use Permit No. CUP-339-11 (REV. 2020) to the June 16, 2020 Planning Commission meeting, with the public hearing open, in order to allow additional time for the applicant to address certain issues that were raised from public comments received by the City of Garden Grove. Subsequently, and in response to those issues raised in public comments received by the City of Garden Grove, the applicant prepared a Parking Management Plan ("PMP") to establish and implement mitigation measures to minimize potential on- and off-site impacts to surrounding properties.

The PMP will be implemented during any high/peak demand periods, as necessary, and to ensure the operation does not cause a nuisance, hindrance, and/or problem with either on-site and/or off-site parking and/or circulation. Most notably, the PMP establishes a plan to implement the following measures: Implement an on-site two-lane vehicular queuing area, with parking attendant(s) directing drivers, for capacity of up to twenty (20) vehicles, to eliminate on-street vehicular queuing/stacking on Western Avenue; relocate the portable parking fee collection kiosk, from its current location near the front of the southwesterly driveway approach, pushed further into the center of the property, to allow adequate vehicular queuing space to eliminate on-street vehicular queuing/stacking on Western Avenue; create a designated drop-off zone with queuing capacity of approximately six (6) vehicles; place parking attendant(s) and adequate signage, as necessary, at nearby sites to prevent patrons of the MAP Sports Facility, from unauthorized parking on off-site private lots; and control vehicular access entering and exiting the site to ensure effective on-site vehicular circulation (i.e., preventing vehicular ingress from Lampson Avenue or from the northerly driveway approach off Western Avenue).

It was noted to the Planning Commission, that the Community and Economic Development Department, including the Traffic Engineering Division, have reviewed the Parking Management Plan submitted by the applicant and are supportive of the mitigation plan. Conditions of Approval have been incorporated into the Conditional Use Permit requiring implementation of the PMP. Out of abundance of caution, it should be noted, Condition No. 12 will continue to require that additional/new mitigation, as necessary, will be required, as part of a new or modified Parking Management Plan, subject to review and approval by the City, should any new issues arise in the future. All existing conditions of approval, as approved under CUP-339-11 (REV. 2014), along with any modified or new conditions of approval, as approved under CUP-339-11 (REV. 2020), will apply. After careful consideration, the Planning Commission continued the item to the August 20, 2020 Planning Commission meeting, with the public hearing left open, to allow the applicant time to conduct a neighborhood meeting to garner feedback from nearby property owners and tenants. One letter of concern was submitted by Royden Fujimori of CC&R, and two (2) letters of concern were submitted by Spencer Hurtt of Container Supply Company ("CSC"). Two (2) letters in response to the public comments received were submitted by the applicant.

On August 5, 2020, the applicant held a neighborhood meeting at the MAP Sports Facility ("MAP"). Public notices were duly mailed prior to the neighborhood meeting to all property owners and tenants within a 300 radius of the subject property. The neighborhood meeting was held by the applicant to present the project details, to garner feedback from the attendees, and to answer any questions about the proposed project. One (1) person from the public (a representative of the Container Supply Company) was in attendance for the meeting. Questions and concerns raised by the attendee included, but were not limited to: potential liability exposure from MAP patrons crossing the Western Avenue street to, from, and/or near the Container Supply Company site; and vehicular stacking issues on Western Avenue after the project is approved. Following the neighborhood meeting, on August 20, 2020, the Planning Commission considered CUP-339-11 (REV. 2020). One (1) speaker from the public, a representative of the Container Supply Company ("CSC"), spoke in opposition to the project citing similar prior concerns and noted that CSC does not foresee the MAP operating in compliance following the potential approval of CUP-339-11 (REV. 2020). The applicant, and their representative, spoke in favor of the project. No other members of the public spoke in favor of or in opposition to the project. The Planning Commission voted 5-0 (with 1 commissioner absent) to adopt Resolution No. 5982-20, approving CUP-339-11 (REV. 2020), with an amendment to add Condition No. 42, which states: "In order to determine if the indoor sports facility business has been operating in compliance with these Conditions of Approval, Conditional Use Permit No. CUP-339-11 (REV. 2020) shall be reviewed by the Planning Commission six (6) months after its effective date."

Appeal of the Approval of Conditional Use Permit No. CUP-339-11 (REV. 2020): On September 9, 2020, the Appellant, a representative of the Container Supply Company ("CSC"), filed an appeal of the Planning Commission's approval of Conditional Use Permit No. CUP-339-11 (REV. 2020).

The Appellant attached a letter to the appeal request outlining comments in support of the appeal, noting:

- That the original approval of the Amendment and Conditional Use Permit, allowing the establishment and operation of the indoor sports facility use, was predicated on the fact that said use would not operate during weekday daytime hours, and would not operate during regular business hours of the (primarily industrial business) area during weekday evenings and on the weekends;
- That special operating conditions for indoor sports facilities prohibit indoor sports facility uses from impeding normal functions of the permitted uses in the M-P zone;
- That CSC has witnessed, on numerous occasions, the stacking of cars on Western Avenue, waiting to access the MAP parking lot, due to the collecting of parking fees;
- That CSC has witnessed MAP patrons parking on the CSC parking lot areas, to avoid paying the MAP's parking fee, and then running across the Western Avenue street;
- That allowing the expanded hours, during weekday daytime business hours, would create a dangerous situation for surrounding businesses, where a potential mix of truck traffic and pedestrians illegally crossing the Western Avenue street would create an unsafe situation; and
- That the MAP has previously operated (held events) during non-permitted business hours.

copies of all prior public and applicant comments received, along with prior stall reports/documents are attached for reference. Staff has reviewed the appeal request and recommends that the City Council uphold the Planning Commission's decision to approve Conditional Use Permit No. CUP-339-11 (REV. 2020). The basis for Staff's recommendation and the Planning Commission's approval of CUP-339-11 (REV. 2020) are set forth in detail in the following:

- Attachment 1: Parking Management Plan Exhibit
- · Attachment 2: Planning Commission Staff Report dated April 16, 2020 and Parking Demand Study
- Attachment 8: Planning Commission Resolution No. 5982-20
- Attachment 9: Exhibit "A" Revised Conditions of Approval
- Attachment 11: Planning Commission Staff Report dated June 4, 2020
- Attachment 12: Planning Commission Staff Report dated August 20, 2020

FINANCIAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council:

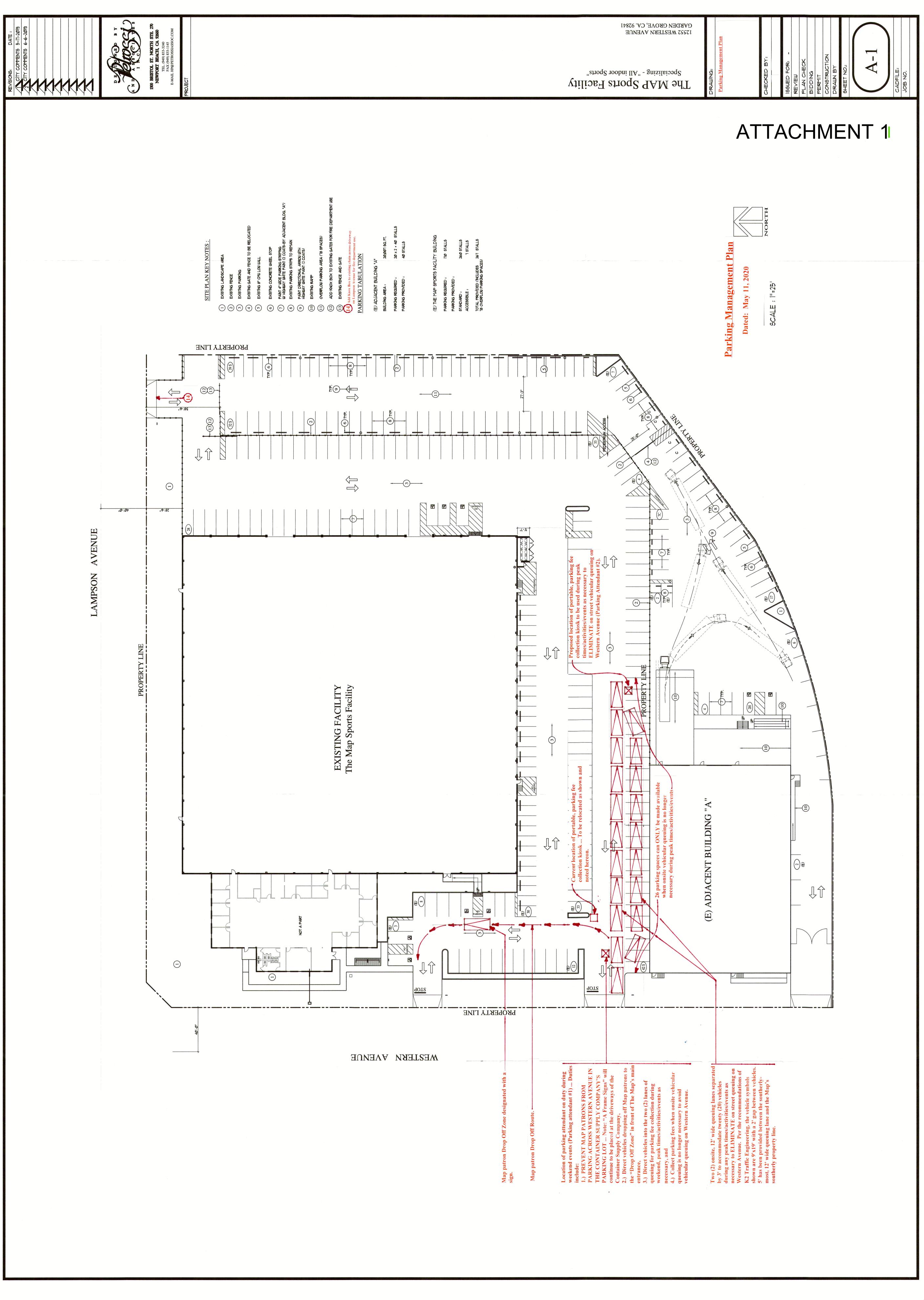
- Conduct a Public Hearing;
- Adopt the attached Resolution denying the appeal submitted by the Appellant, and upholding the Planning Commission's decision to approve Conditional Use Permit No. CUP-339-11 (REV. 2020).

ATTACHMENTS:

| D Upload | | |
|--|----------------------|---|
| Description Date | Туре | File Name |
| Parking
Management 9/23/202
Plan Exhibit | 0 Backup
Material | Attachment_1_Parking_Management_Plan_Exhibit.pdf |
| Planning
Commission
Staff Report 9/23/202
dated April
16, 2020 | 0 Backup
Material | Attachment_2_Planning_Commission_Staff_Report_dated_April_162020.pdf |
| Parking Demand 9/23/202 Study | 0 Backup
Material | Attachment_2_Parking_Demand_Study.pdf |
| Trip
Generation 9/23/202
Memo | 0 Backup
Material | Attachment_2_Trip_Generation_Memo.pdf |
| Planning
Commission
Continuance
Staff Report
dated April
16, 2020 | 0 Backup
Material | $Attachment_3_Planning_Commission_Continuance_Staff_Report_dated_April_16__2020.pdf$ |
| Applicant
Request for 9/23/202
Continuance | 0 Backup
Material | Attachment_3_Applicant_Continuance_Request_4-8-20.pdf |
| CSC Public
Comment
Letter 4-6-
20 | 0 Letter | Attachment_3_CSC_Public_Comment_Letter_4-6-20.pdf |
| Public
Comment 3- 9/23/202
31-20 | 0 Backup
Material | Attachment_3_Public_Comment_3-31-20.pdf |
| Code
Enforcement
CR-9162 1-
20-20 | 0 Backup
Material | Attachment_3_Code_Enforcement_CR-9162_1-20-20.pdf |
| Applicant
Response | | |

Letter dated 9/23/2020 Letter Attachment_4_Applicant_Response_Letter_5-22-20.pdf May 22, 2020 CSC Public Comment Letter dated 9/23/2020 Letter Attachment_5_CSC_Public_Comment_Letter_6-16-20.pdf June 16, 2020 Applicant Response Letter dated 9/23/2020 Letter Attachment_6_Applicant_Response_Letter_6-17-20.pdf June 17, 2020 Applicant Letter to the Planning 9/23/2020 Letter $Attachment_7_Applicant_Letter_to_the_Planning_Commission_6-23-20.pdf$ dated June 23, 2020 Planning Commission Resolution 9/23/2020 Backup Material $Attachment_8_Planning_Commission_Resolution_No._5982-20.pdf$ No. 5982-20 Exhibit "A" Revised Conditions of Approval (including 9/23/2020 Backup Planning Attachment_9_Exhibit_A_Revised_Conditions_of_Approval.pdf Commission Material addendum to add Condition No. 42) Public Comment Letter dated 9/23/2020 Letter Attachment_10_Public_Comment_Letter_8-7-20.pdf August 7, 2020 Planning Commission Staff Report 9/23/2020 Backup Material $Attachment_11_Planning_Commission_Staff_Report_dated_June_4__2020.pdf$ dated June 4, 2020 Planning Commission Staff Report 9/23/2020 Backup Material $Attachment_12_Planning_Commission_Staff_Report_dated_August_20__2020.pdf$ dated August 20, 2020 Appellant's Appeal Filing and Request in Writing 11/3/2020 Letter $Attachment_13_Appellant's_Appeal_Filing_and_Request_in_Writing_dated_September_9__2020_Redacted.pdf$ dated September 9, 2020 Draft City Council 9/23/2020 Resolution CUP-339-11REV2020CCDraftResoDenial.docx Resolution of Denial Applicant Letter dated 11/2/2020 Letter 11-10-20_Applicant_Letter_to_the_City_Council_dated_October_26__2020.pdf

2020



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT PLANNING STAFF REPORT

| AGENDA ITEM NO.: | SITE LOCATION: Southeast corner of |
|---|--|
| C.2. | the intersection of Western Avenue and |
| | Lampson Avenue, at 12552 Western |
| | Avenue |
| HEARING DATE: April 16, 2020 | GENERAL PLAN: Industrial/Residential |
| | Mixed Use 1 |
| CASE NO.: Conditional Use Permit No. | ZONE: M-P (Industrial Park) |
| CUP-339-11 (REV. 2020) | |
| APPLICANT: The Map Sports Facility | CEQA DETERMINATION: Exempt |
| PROPERTY OWNER: SDL Warner LLC | APN: 251-032-01 |
| (Attn: Tracey Barton) | |

REQUEST:

A request to modify the approved plans and Conditions of Approval, under Conditional Use Permit No. CUP-339-11 (REV. 2014), for an existing indoor sports facility, MAP Sports Facility, located at 12552 Western Avenue (Assessor's Parcel No. 215-032-01), to expand the hours of operation allowing daytime weekday business hours and activities and to expand the existing parking lot to provide additional parking spaces.

BACKGROUND:

The subject site is an existing approximately six (6) acre site located on the southeast corner of the intersection of Western Avenue and Lampson Avenue. The subject site abuts industrial type uses in all directions. The zoning of the subject site is M-P (Industrial Park) and the Land Use Designation is Industrial/Residential Mixed Use 1. The property is currently divided into two areas, which are divided by a chain link fence. The approximately four (4) acre MAP Sports Facility ("MAP") site at the northwest corner of the property is improved with an existing 80,000 square foot warehouse building (12552 Western Avenue) that is utilized by MAP and currently in operation as an indoor sports facility. The remaining portion of the site, which wraps around the easterly and southerly part of the property, is improved with a parking lot area and a 20,001 square foot one-story industrial warehouse building, fronting Western Avenue, which is currently in operation as an apparel distribution warehouse by a separate operator.

In 2011, the City of Garden Grove approved Amendment No. A-162-11 and Conditional Use Permit No. CUP-339-11 to allow a Code Amendment to Title 9 of the City of Garden Grove Municipal Code to allow "indoor sports facility" uses in the M-P

CASE NO. CUP-339-11 (REV. 2020)

(Industrial Park) zone subject to a Conditional Use Permit, and approved a Conditional Use Permit for the MAP Sports Facility (MAP) at 12552 Western Avenue (for operation within the 80,000 square foot warehouse building). According to business license records, the MAP Sports Facility has been in operation since 2012.

In 2014, the City of Garden Grove approved Conditional Use Permit No. CUP-339-11 (REV. 2014) to allow modifications to the approved plans and the Conditions of Approval under Conditional Use Permit No. CUP-339-11, to update the business operational conditions relating to, but not limited to, parking space requirements, building code compliance, and maximum building occupancy. The City concurrently approved Amendment No. A-009-2014, amending Title 9 of the Garden Grove Municipal Code, Section 9.16.020.030, to permit "Parking Facilities (For Fee)" in the M-P (Industrial Park) zone, subject to a Conditional Use Permit. No. A-009-2014 was processed by the City of Garden Grove in coordination with the proposed modifications to the Conditions of Approval for MAP (under Conditional Use Permit No. CUP-339-11 (REV. 2014)), which implicitly authorized MAP to charge its patrons for parking. Notably, the approval of CUP-339-11 (REV. 2014) accomplished the following items including, but not limited to: (i) completion of various building improvements to increase the maximum occupancy (the maximum number of persons allowed in the building) per the California Building Standards Code from 294 occupants to a new maximum of 516 occupants; (ii) in order to accommodate the increase in maximum occupancy for the building, re-striping of the existing parking lot to increase the number of parking spaces available on-site from 170 parking spaces to 191 parking spaces (increase of 21 parking spaces); (iii) to further support the accommodation of the increased maximum occupancy for the building, establishing and implementing a carpool incentive program, the "Green MAP Plan", which allows up to forty-five (45) vehicles carpooling with four (4) or more occupants per vehicle to park on-site for free; and (iv) interior tenant improvements to add a snack and merchandise shop within the indoor sports facility.

DISCUSSION:

The MAP Sports Facility ("MAP") is an indoor sports facility where the primary sports played are basketball and volleyball. Condition No. 8 of the Conditions of Approval, under Conditional Use Permit No. CUP-339-11 (REV. 2014), currently restrict hours of operation for the facility to be from 5:00 p.m. to 10:00 p.m., Monday through Friday, and 8:00 a.m. to 10:00 p.m., Saturday and Sunday. The applicant is requesting to modify the Conditions of Approval, under Conditional Use Permit No. CUP-339-11 (REV. 2014), to expand the hours of operation allowing daytime weekday business hours and activities. The proposed hours of operation will be from 8:00 a.m. to 11:00 p.m., seven (7) days a week, and Condition No. 8 would be modified to reflect this change. It should be noted, Staff did not express concerns with the 1-hour extension to the current closing time from 10:00 p.m. to 11:00 p.m. for weekdays and weekend days. Extending the closing time from 10:00 p.m. to 11:00 p.m. did not impact the projected parking demand or pose potential on- or off-site parking impacts. Most busineses in the nearby industrially zoned areas are closed by 5:00 p.m., during the weekdays, and closed on the

weekend. Currently, weekday nighttime activities, during the permitted hours of operation between 5:00 p.m. to 10:00 p.m., typically include organized instruction, practices, and league play relating to volleyball and basketball sports. Proposed weekday daytime activities will include youth summer camps, senior pickleball league, and typical school-aged team scrimmages, organized instruction, and practices. The applicant submitted a parking demand study produced and conducted by K2 Traffic Engineering, Inc. ("K2"), a professional firm with California licensed traffic engineers who provide traffic engineering and civil engineering design and consulting services. The K2 parking demand study was prepared in order to address projected parking demand and any potential impacts from the new weekday daytime hours of operation and activities. The following discussion will highlight and address the two (2) new weekday daytime activities of youth summer camps and senior pickleball league.

Youth Summer Camps

MAP intends to host youth summer camps of basketball and volleyball sports with up to a maximum of 300 participants between 6 and 18 years of age. The specific activities in summer camps include organized instruction, drills, practices, and scrimmages. Typical summer camp schedules will occur Monday through Friday, beginning at 9:00 a.m. and ending at 4:00 p.m. The next typical scheduled activities will begin at 4:30 p.m. (30-40 minutes after any youth summer camps end prior), which will include organized instruction, drills, practices, scrimmages, and league play.

It should be noted, the typical activities of a youth summer camp, during weekday daytime hours, will be similar to the current weekday nighttime activities that occur today (i.e., organized instruction, drills, practices, and scrimmages). The difference being that current weekday nighttime activities are comprised of various smaller groups, while a youth summer camp is comprised of a larger, single group of participants (not to exceed 300 participants).

On February 28, 2019, the MAP held a "trial session" youth summer camp which took place between 9:00 a.m. and 4:00 p.m. The intent of this trial session was to allow K2 to record observations and measure the anticipated parking demand for a The "trial session" youth summer camp included 195 typical summer camp. participants. Parents dropped off their campers at 9:00 a.m. and later picked them up at 3:30 p.m. Approximately 15% of the participants carpooled to the facility. The number of parked vehicles were noted at thirty (30) minute intervals between 8:00 a.m. to 5:00 p.m. During this trial session, a maximum of 55 parking spaces were in use. Based on these observations, K2 projected that a youth summer camp with 300 participants would require the availability of 80 parking spaces. subject site currently provides 191 parking spaces. Therefore, during a youth summer camp at full capacity of 300 participants, it is projected that there would be a surplus of at least 111 parking spaces available on-site (additional parking spaces would be available should a given youth summer camp include less than 300 participants).

<u>Pickleball League</u>

Pickleball is a paddelball sport which combines elements of tennis, badminton, and table tennis (ping-pong). A pickleball game may include up to two to four players maximum - in a single or doubles style of play (1 versus 1 or 2 versus 2). The dimensions of a pickleball court are slightly smaller than the dimensions of a The MAP Sports Facility has spacing for eight (8) volleyball court. basketball/volleyball courts. It is anticipated that there will be a maximum of eight (8) pickleball courts at any one time. The MAP plans to introduce adult pickleball league play to take place during off-peak weekday daytime hours between the hours of 9:00 a.m. to 4:00 p.m. Because the participants of pickleball league play will primarily be comprised of adults, it is anticipated that each participant will drive their own vehicle to the MAP. With eight (8) pickleball courts, and with an assumption that all courts will include doubles play (4 players per game), this would amount to approximately 32 players at any one time. Thus, the expected maximum parking demand for pickleball league play is 32 parking spaces.

In the event that a youth summer camp (of 300 participants) ran concurrently with pickleball league play (of 32 participants), both in maximum participant scenarios, out of an abundance of caution, the projected combined parking demand is 112 parking spaces (80 + 32 parking spaces). It should, however, be noted that if a youth summer camp and pickleball league did run concurrently, both activities would not be able to utilize all eight (8) courts at the same time. It is reasonable to assume that the court areas would be shared between the two (2) activities, thus resulting in a smaller youth camp (less than 300 participants) and/or the use of less pickleball courts (less than 8 courts resulting in less than 32 pickleball partipants). Therefore, the actual parking demand may be substantally less than 112 parking spaces. Nevertheless, based on a maximum scenario of 112 parking spaces required, the existing 191 parking spaces available on-site would be more than adequate to accommodate this projected parking demand.

"Green MAP Plan" Carpool Incentive Program

As mentioned prior, the approval of Amendment No. A-009-2014 and CUP-339-11 (REV. 2014) implicitly authorized the MAP to charge its patrons for parking. The MAP imposes a parking fee during high demand periods such as Friday evenings, weekends, and holidays.

Condition No. 11, under CUP-339-11 (REV. 2014), currently states:

"The applicant/property owner shall maintain a minimum of 191 parking spaces on the site, per the submitted site plan for CUP-339-11 (REV. 2014), that are available to participants at the indoor sports facility. In addition, the applicant shall implement a carpool incentive plan, (the "Green Map Plan") which will allow at least forty-five (45) vehicles carpooling with four (4) or more occupants per vehicle to park on-site for free. The carpool incentive plan is meant to encourage patrons to carpool to the indoor sports facility. The carpool incentive plan shall be in effect and implemented at all times."

Since the approval of CUP-339-11 (REV. 2014), the MAP has implemented the carpool incentive program. On a typical weekend, K2 observed that as many as 40 of the 45 available carpool spaces were utilized, representing an 89% utilization. The site currently provides 191 parking spaces, which include 45 spaces allocated for carpool parking as part of the MAP's carpool incentive program. The MAP proposes to expand its free carpool incentive program by adding 20 carpool spaces for a new total of 65 carpool spaces, as part of the "Green MAP Plan". It should be noted, the MAP does not charge for parking during off-peak periods. Should CUP-339-11 (REV. 2020) be approved, the MAP will also not charge for parking during weekday daytime hours, and Conditions of Approval will require as such.

On-Street Parking

Similar to most indoor sports facilities that charge a parking fee during peak periods, some attendants choose to park off-site. K2 evaluated the use and availability of public parking spaces on nearby public streets. In the project vicinity, public parking is conveniently available on Western Avenue and Anaconda Avenue. It is estimated that approximately 135 on-street public parking spaces are available on these nearby streets. On a weekend day, K2 observed as many as 102 cars parked on the street at peak. During the same period, only 41 pedestrians were observed walking to the MAP Sports Facility, indicating that not all cars parked on the nearby public streets were patrons of the MAP. K2 determined that there was no apparent correlation between the number of walk-in patrons and the number of vehicles parked on nearby public streets. Generally, on-street parking in the surrounding industrial areas is abundantly available, especially on Friday evenings, weekends, and holidays (peak periods for the MAP).

Parking

Between 2014 to late 2019 (since the approval of CUP-339-11 (REV. 2014), there had been no reported Code Enforcement cases or complaints received relating to on-site or off-site parking or circulation issues. However, in December of 2019, the Code Enforcement Division received a complaint that patrons of the MAP were accessing parking lots on nearby properties for drop-off and parking purposes.

While the current number of available parking spaces on-site (191 parking spaces) is considered adequate, per the MAP's current Conditional Use Permit (CUP-339-11 (REV. 2014)), in order to address any current and future potential parking issues, and as mentioned prior, the applicant is proposing to expand its carpool incentive program by increasing the number of carpool parking spaces from 45 to 65, to further promote carpooling and reduce parking demand. In addition, the applicant is also proposing to introduce and utilize an overflow parking area, which is currently an existing parking lot area on the eastern portion of the property separated by a fence and sliding gates. When the main parking lot of 191 parking spaces reaches 70% capacity (134 parking spaces), the MAP will provide open access and use of this overflow lot, which provides an additional 78 parking spaces. The vehicular access gates to this lot will be fitted with a Knox box for additional emergency access for the Orange County Fire Authority. Upon project completion,

the MAP Sports Facility will provide 269 parking spaces, which is comprised of seven (7) ADA handicap accessible spaces, 184 standard spaces, and 78 overflow spaces. Again, a total of 65 spaces will be made available for carpool use under the "Green MAP Plan". Under the original approval of Conditional Use Permit No. CUP-339-11, it was determined that a minimum of 156 parking spaces are required for the MAP, which is a parking rate of 2.43 parking spaces per 1,000 square feet. The new proposed total of 269 parking spaces would represent a surplus of 113 parking spaces. Staff finds that the additional overflow parking lot, along with the expanded carpool incentive program, will mitigate any potential on- and off-site parking issues.

As a result of this request, Condition No. 11 would be modified, in part, as follows (New text in **bold-italics** and deleted text in strike-through):

"The applicant/property owner shall maintain a minimum of 191 269 parking spaces on the site (184 standard parking spaces, 7 ADA accessible parking spaces, and 78 overflow parking spaces), per the submitted site plan for CUP-339-11 (REV. 2014 2020), that are available to participants at the indoor sports facility. In addition, the applicant shall implement a carpool incentive plan, (the "Green Map Plan") which will allow at least forty-five sixty-five (45) (65) vehicles carpooling with four (4) or more occupants per vehicle to park on-site for free. The carpool incentive plan is meant to encourage patrons to carpool to the indoor sports facility. The carpool incentive plan shall be in effect and implemented at all times. If at any time the primary parking area (of 191 parking spaces) reaches 70 percent utilization, the overflow parking area (of 78 parking spaces) shall be made available to patrons of the indoor sports facility."

As a precaution, and to address any potential on- or off-site parking issues that may arise in the future, the remainder of Condition of Approval No. 11 will continue to be maintained, which, in part, states the following:

"Due to the nature of the operation of an indoor sports facility with variables in user demand there is the possibility that parking issues may arise. In the event, the site cannot accommodate the parking demand at any given time which causes a nuisance, hindrance, and/or problem with both on-site and off-site parking and circulation, the business owner/property owner shall devise and implement a plan to relieve the situation. On-site circulation problems refer to parking along designated "red-curb" area, blocking fire lanes, blocking regular drive aisles/double-parking and reducing or blocking entrances or exits.

The business owner/property owner shall submit a plan to manage parking issues for review and approval by the Community and Economic Development Department. The plan may include, but not be limited to: reducing the hours of operation, limiting the number of courts in use at one time, limiting the number of attendees per tournament or other special

event, instituting an off-site parking arrangement; having on-site parking control personnel; and/or other actions that may be deemed applicable to the situation.

If the City's Community and Economic Development Director deems such action is necessary to address parking and circulation problems, such action shall be implemented within 30 days of written notice. Failure to take appropriate action shall be deemed a violation of these Conditions of Approval and may result in the City restricting the overall use of the facility."

The proposed modifications to the parking lot areas will now delineate a dedicated/separate area, surrounded by fencing and a vehicular access gate, for the existing 20,001 square foot industrial building, located on the southwest corner of the property, which is a separate operator/business unrelated to the MAP Sports Facility. Based on Municipal Code parking requirements, a minimum of 40 parking spaces are required for the 20,001 square foot industrial building. In the dedicated parking area for this building, a total of 40 parking spaces will be provided. The applicant has demonstrated on its submitted plans that adequate parking and truck maneuvering space, for vehicular access to the existing loading areas at the rear of the building, will be maintained.

The Community and Economic Development Department has reviewed the request and is supporting the proposal. All existing conditions of approval, as approved under CUP-339-11 (REV. 2014), along with any modified or new conditions of approval, as approved under CUP-339-11 (REV. 2020) will apply.

RECOMMENDATION:

Staff recommends that the Planning Commission take the following action:

1. Adopt the attached Resolution approving Conditional Use Permit No. CUP-339-11 (REV. 2020), subject to the recommended Revised Conditions of Approval.

Lee Marino Planning Services Manager

Chris Chung Urban Planner



September 9, 2019

Marty Walker The MAP Sports Facility 12552 Western Avenue Garden Grove, CA 92841

Re: Parking Demand Study
The MAP Sports Facility
12552 Western Ave, Garden Grove

Dear Marty,

Per your request, we have conducted a parking study for the MAP Sports Facility in Garden Grove. This letter presents our methodology, finding, and recommendation in regards to the parking conditions.

PROPOSED CHANGES

The MAP Sports Facility is an existing indoor sports facility of 75,000 square feet located at 12552 Western Avenue in the City of Garden Grove. Primary sports at the facility includes, but not limited to, basketball and volleyball.

The MAP Sports Facility is seeking an amendment to the conditional use permit to expand the hours of operation to allow weekday daytime uses. Weekday daytime activities will include youth summer camps, senior pickleball leagues, school-age team scrimmages, organized instructions and practices. Current hours of operation per approved Conditional Use Permit No. 339-11 (REV.2014) are 5 PM to 10 PM Monday through Friday, and 8 AM to 10 PM Saturday and Sunday. Proposed hours of operation are **Daily from 8 AM to 11 PM**. On-site parking is free for ALL proposed daytime activities on weekdays.

The facility plans to host youth summer camps of basketball and volleyball with up to 300 participants between 6 and 18 years of age. The specific activities in summer camps include organized instructions, drills, practices and scrimmages. Summer

camp will be scheduled to start at least 15 minutes after 9 AM and finish at least 15 minutes before 4 PM.

In order to measure the anticipated parking demand for summer camp, the study conducted a "trial session" on Thursday, February 28, 2019. The results were reported by K2 Traffic Engineering in a Parking Demand Study dated July 8, 2019. Parents dropped off their campers around 9 AM and picked them up around 3:30 PM, and approximately 15% of the participants carpooled to the facility. During the "trail session", 55 parking spaces were used by the attendance of 195 campers. Accordingly, The Map anticipates 80 parking spaces are required for a maximum of 300 summer campers.

The typical summer camp schedule is shown in **Table 1**. Additional details of the schedule prepared by The MAP Sports Facility can be found in **Appendix "A"**. The proposed changes do not affect operations and parking demand on weekends.

Daytime Uses
9 am - 4 pm

Monday thru
Thursday

Friday

Daytime Uses
9 am - 4 pm

League/Scrimmage/Practice (up to 160 ppl)

League Play after 6 pm

League Play (up to 500 ppl)

Table 1. Typical Summer Schedule

The MAP has a long-term plan to introduce senior and adult pickleball leagues to take advantage of the off-peak usage on weekday daytime. If pickleball leagues become a reality, this activity schedule will start after 9 AM and finish before 4 PM for this year-round sports.

CURRENT PARKING LOT

The site currently provides 191 on-site parking spaces, including 45 spaces allocated for carpool parking. In accordance with the approved conditional use

K2 Traffic Engineering, Inc.

permit, on-site parking is provided for free on weekdays and with a parking fee during high demand periods such as Friday evenings, weekends, and holidays. However, the allocated carpool parking is always free anytime any day. Our observations found that as many as 40 of 45 available carpool spaces are utilized each day on a typical weekend.

The combination of parking fees during high demand and the carpool incentive has contributed to reducing parking demand and encouraging carpooling. As part of the CUP Amendment, The MAP proposes to expand the free carpool program by adding 20 carpool spaces. A total of 65 spaces will be allocated for carpool use free of charge at anytime any day.

OVERFLOW PARKING

As shown in **Exhibit 1**, the project will introduce an overflow parking area on the east side of the lot separated by chain link fence and sliding gates. The gate connecting the parking lot will be opened to provide 78 additional spaces when the entire parking lot of 191 spaces is approximately 70% full. Each access gate will be equipped with a Knox box for emergency access as requested by the Garden Grove Fire Department.

Upon project completion, The MAP Sports Facility will provide 267 total parking spaces, including 7 accessible spaces, 182 standard spaces, and 78 overflow parking spaces. A total of 65 spaces will be allocated for carpool use.

THE INDUSTRIAL BUILDING

The industrial building operated by NILS, Inc. for ski/snowboard apparel distribution is located at the south side of the lot. As shown in **Exhibit 1** and labeled "Adjacent Building A", this building has a separate access through an existing driveway on Western Avenue. The building has 20,007 square feet gross floor area with 40 parking spaces provided exclusively for NILS' use. As shown in **Table 2**,

the NILS industrial building is fully compliant with the City of Garden Grove parking codes, and independent from The MAP Sports Facility.

Table 2. Parking Requirement for NILS

| Industrial Use | Municipal Code | GFA | Parking | Parking |
|---|---|-------------------|-----------|-----------|
| Adjacent Building A | Parking Requirement | | Required | Provided |
| Buildings 20,001 to 100,000 sq. ft. of gross floor area | 2 spaces per 1,000 square
feet of gross floor area | 20,007
Sq. Ft. | 40 Spaces | 40 Spaces |

SITE OBSERVATIONS

To better understanding the potential parking demand on weekdays, the subject facility has allowed private daytime sessions for team practices and scrimmages. Parking observations were conducted at the facility on a typical weekday with practice and scrimmage sessions (Thursday, February 28, 2019). The number of parked vehicles were noted at each 30-minute interval between 8 a.m. and 5 p.m. A maximum of 55 out of the existing 191 parking spaces were used at 4 p.m. Complete data are shown in **Exhibit 2**.

The study also conducted a pedestrian count from 8:30 to 11:30am on Saturday, June 22, 2019 to observe off-site parking and walk-in patrons. The pedestrian count data can be found in **Exhibit 3**. The survey noted 105 pedestrians approaching from Western Avenue and Lampson Avenue to the MAP Sports Facility. Higher concentration of pedestrians were noted between 8:30 am and 9:00 am, and between 10:30 am and 11:00 am. It is estimated that 46 vehicles may have parked off-site within the survey period, assuming the average carpool ratio of 2.3 people per vehicle as found in a previous study of The MAP Sports Facility. As patrons may leave after finishing the early games, the number of parked vehicles at any time should be less than the totals shown.

ON-STREET PARKING

Similar to most indoor sports facilities that charges a parking fee during peak periods, some attendances would choose to park elsewhere for various reasons. Onstreet parking is allowed for a total length of 760 feet (estimated 38 spaces) on Western Avenue between Lampson Avenue and Chapman Avenue, and 1,940 feet (estimated 97 spaces) on Anaconda Avenue, a total of 135 on-street parking spaces, all within the Industrial Park Zone. No other on-street parking areas were noted for patron use of The Map Sports Facility.

On-street parking were observed in the project vicinity, namely Western Avenue and Anaconda Avenue, as shown in **Exhibit 4**. The study found that as much as 102 cars parked on the street at the peak. During the same period, however, only 41 pedestrians walked to the subject site, indicating not all cars who parked on streets are project related. There is no apparent correlation between the number of walk-in patrons and the number vehicles parked on the street.

For the duration of observation, the overall attendance at The MAP Sports Facility was 480 and 105 pedestrian were noted, a likely indication of approximately 21% of all attendance have parked on the street and walked to the facility. Generally, onstreet parking in the industrial area is abundantly available, especially on Friday evening, weekends, and holiday.

PARKING MANAGEMENT PLAN

The facility plans to maintain and enforce a Parking Management Plan that includes, but not limited to, the following elements:

1. The carpool incentive, named "Green Map Plan", will be expanded to allocate a total of sixty-five (65) spaces for free carpool parking with four or more occupants at anytime any day. The carpool incentive plan is intended to promote carpooling and reduce parking demand both on and off the site. The carpool incentive will continue to be posted at the building and distributed to all team captains during sign-up.

- 2. The main parking lot and overflow parking will be accessed through the main entrance at Western Avenue. The gate at Lampson Avenue will normally be closed.
- 3. Knox Boxes will be installed on all gates to allow emergency access by the Garden Grove Fire Department.
- 4. The overflow parking area will be open during high demand periods when the parking lot of 191 spaces is approximately 70% full. The parking supervisor will oversee parking operations and place appropriate signage for directions to the overflow parking area.
- 5. Bicycle racks will continue to provide convenient and safe storage of bicycles at the premise.

SUMMARY

The project is expected to improve the off-peak utilization at the premise during weekday daytime hours. The project further increases the number of free carpool spaces and provides an overflow parking area to enhance the parking redundancy that would benefit all facility users, especially during high demand periods.

Regards,

K2 Traffic Engineering, Inc.

Jende Kay Hsu, T.E.

California Licensed TR2285



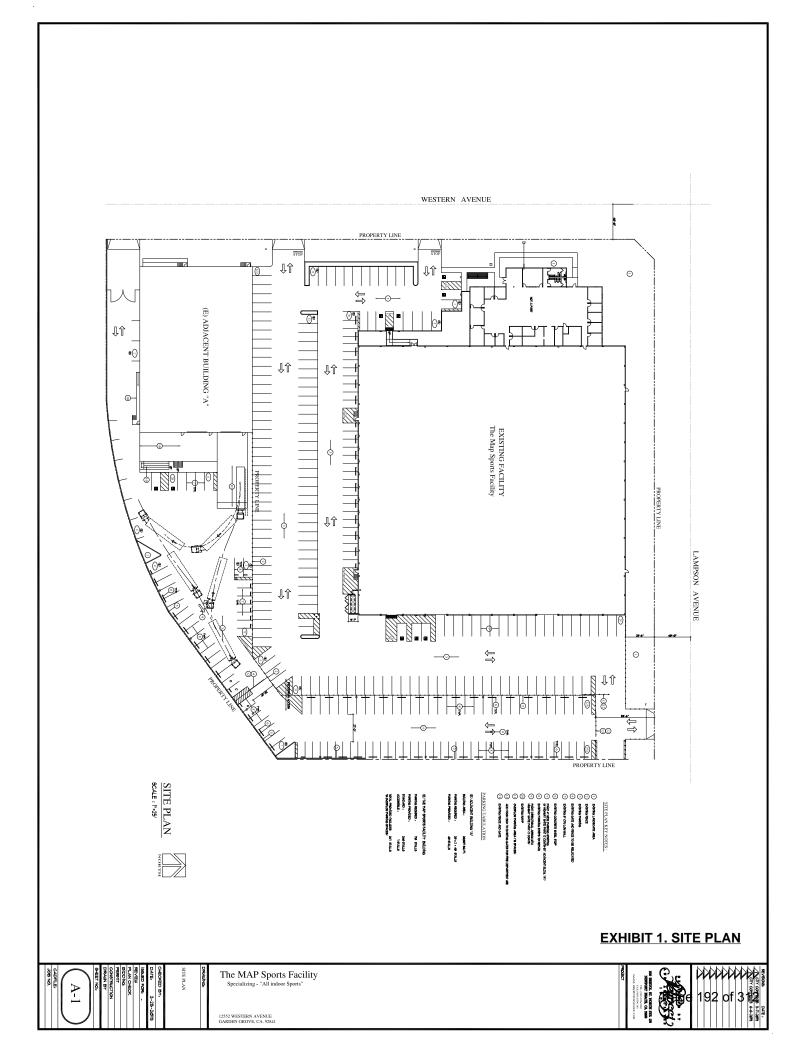


EXHIBIT 2. PARKING SURVEY

The MAP Sports Facility 12552 Western Ave, Garden Grove
 Date
 2/28/2019

 Day
 Thursday

 By
 J.C.

| Time | Onsite
Parking | Time Period | Drop-off/
Pick-up |
|----------------|-------------------|---------------------|----------------------|
| PARKING SPACES | 191 | | |
| 8:00 AM | 2 | 8:00 AM - 8:30 AM | 0 |
| 8:30 AM | 5 | 8:30 AM - 9:00 AM | 0 |
| 9:00 AM | 11 | 9:00 AM - 9:30 AM | 1 |
| 9:30 AM | 15 | 9:30 AM - 10:00 AM | 0 |
| 10:00 AM | 25 | 10:00 AM - 10:30 AM | 1 |
| 10:30 AM | 30 | 10:30 AM - 11:00 AM | 0 |
| 11:00 AM | 30 | 11:00 AM - 11:30 AM | 0 |
| 11:30 AM | 23 | 11:30 AM - 12:00 PM | 1 |
| 12:00 PM | 24 | 12:00 PM - 12:30 PM | 0 |
| 12:30 PM | 16 | 12:30 PM - 1:00 PM | 0 |
| 1:00 PM | 11 | 1:00 PM - 1:30 PM | 0 |
| 1:30 PM | 12 | 1:30 PM - 2:00 PM | 0 |
| 2:00 PM | 14 | 2:00 PM - 2:30 PM | 0 |
| 2:30 PM | 14 | 2:30 PM - 3:00 PM | 0 |
| 3:00 PM | 18 | 3:00 PM - 3:30 PM | 1 |
| 3:30 PM | 35 | 3:30 PM - 4:00 PM | 4 |
| 4:00 PM | 55 * | 4:00 PM - 4:30 PM | 2 |
| 4:30 PM | 41 | 4:30 PM - 5:00 PM | 2 |
| 5:00 PM | 46 | | |

^{*} Peak parking occurred at 4:00 pm when 55 parking spaces are used.

EXHIBIT 3. PEDESTRIAN COUNT

At the intersection of Western Ave and Lampson Ave

Date 6/22/2019
Day Saturday
By Jill L.

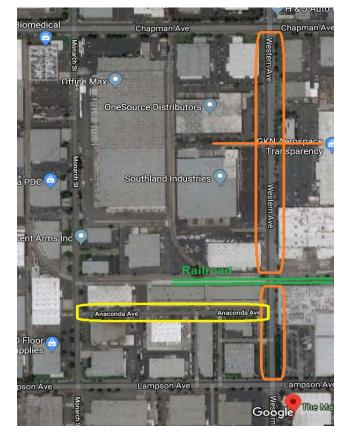
| | | | _ | | |
|------------|------------------------------|------------|-------------|------------------------------|-----|
| Pedestrian | Count t | to the MAP | Western Ave | | |
| Su | Survey Period | | | North Approach West Approach | |
| 8:30 AM | 8:30 AM - 9:00 AM | | 11 | 12 | 23 |
| 9:00 AM | - | 9:30 AM | 7 | 2 | 9 |
| 9:30 AM | - | 10:00 AM | 4 | 5 | 9 |
| 10:00 AM | - | 10:30 AM | 7 | 4 | 11 |
| 10:30 AM | - | 11:00 AM | 33 | 8 | 41 |
| 11:00 AM | - | 11:30 AM | 12 | 0 | 12 |
| Pedestrian | Pedestrian for Each Approach | | | 31 | 105 |
| Assume | Assumed Carpool Ratio | | | 2.3 ppl per vehicle | |
| Estimate | d Off-Site | Parking | 32 | 46 | |

EXHIBIT 4. ON-STREET PARKING COUNT

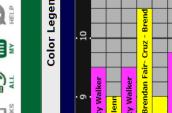
Western Ave between Champman Ave and Lampson Ave

Date 6/22/2019
Day Saturday
By Kevin L.

| Time | Western Ave
(North) | Western Ave
(Middle) | Western Ave
(South) | Anaconda Ave | Total |
|-----------------------|------------------------|-------------------------|------------------------|--------------|-------|
| Estimated
Capacity | 8 | 14 | 16 | 97 | 135 |
| 8:30 AM | 0 | 12 | 14 | 70 | 96 |
| 9:00 AM | 0 | 9 | 14 | 72 | 95 |
| 9:30 AM | 0 | 10 | 14 | 71 | 95 |
| 10:00 AM | 0 | 12 | 14 | 73 | 99 |
| 10:30 AM | 1 | 12 | 14 | 75 | 102 |
| 11:00 AM | 0 | 11 | 15 | 69 | 95 |
| 11:30 AM | 0 | 9 | 10 | 65 | 84 |







APPENDIX "A". **TYPICAL SUMMER SCHEDULE**

| | ration | e Off O waitlists 0 bookable Sync to Calendar | J Monday, 7/15/2019 | 8 7 6 7 8 | OHawk Hoops - Juaq OHoops Unlimited - Marty | O#Hoops - Bryan Gra OKaba Hoops - Gler | OHawk Hoops - Juaq OHoops Unlimited - Marty | OHawk Hoops - Juaquin Hawkin | OACES - Regg OOC Pride - Mike Moore | OBeach Ballers - Bry, OHoops Unlimited - Marty Walker | OAIIey oop CI OKaba Hoops - Glenn | OKaba Hoops - Glenn |
|---------------------------|--|---|----------------------|-----------|---|--|---|-------------------------------|-------------------------------------|---|-----------------------------------|------------------------------|
| | nts Groups Reports Administ | AY X Delete Mode Off | | 1 2 3 | | | | | | | | |
| Sports | Equipment Attendance Schedule Clier | ⊕ ← ≪ PREVIOUS DAY TODAY | * Monday, 7/15/2019 | 10 11 12 | O LA Laker Camp - Jon Olivero | O LA Laker Camp - Jon Olivero | O LA Laker Camp - Jon Olivero | O LA Laker Camp - Jon Olivero | O LA Laker Camp - Jon Olivero | O LA Laker Camp - Jon Olivero | O LA Laker Camp - Jon Olivero | OLA Laker Camp - Jon Olivero |
| EZFacility The Map Sports | EZLeagues Check-in Time Clock P.O.S. Lockers Equipment Attendance Schedule Clients Groups Reports Administration | ■ Monday, July 15, 2019 | No Selection * Monda | 6 8 . | | | | | 0 | | | |
| | EZLeagues | Monday, | (No Filter | Courts | Leverage | Alley-0op | MAP Champ | Hawk Hoops | Mountain Dew | Gatorade | Pepsi | Aquafina |

Yellow Grid- Daily Bball Court Rentals/20.5 hrs total

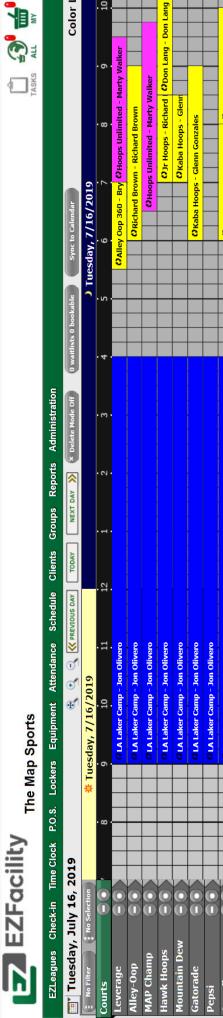
Blue Grid- Camp hours/ 7 hrs = 56 hrs tota

Ourple Grid-League Hours/8.25 total hrs

5 to 6: 100 to 120 per/ 6 to 7: 120 to 140/ 7 to 8: 9AM to 4PM: 300 people/ CAMP

130 to 160/8 to 9: 130 to 160/9 to 10: 60 to 80.

Page 196 of 312



Color Legend

TASKS ALL MY HELP

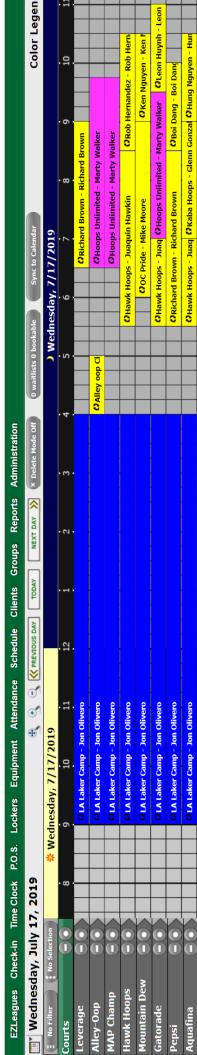
Ourple Grid-League Hours/5.75 total hrs

9PM to 4PM: 300 people/ Camp

5 to 6: 10 to 20/6 to 7: 80 to 100/7 to 8: 120 to 140/8 to 9: 100 to 120/9 to 10: 60 to 80



The Map Sports



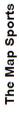


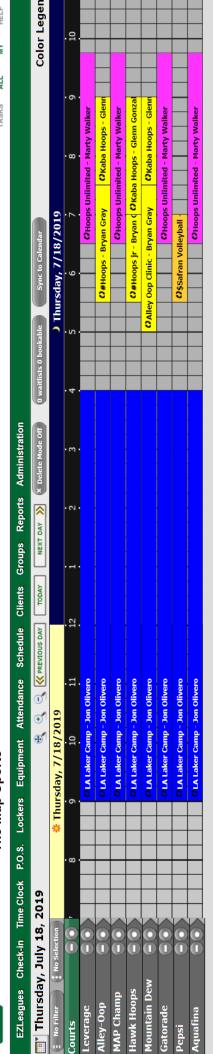
9PM to 4PM: 300 people/ Camp

4to5: 20/5to6: 80 to 90/6to7: 130 to 150/

7to8: 140 to 160/8to9:140 to 160/9to10:120 to 140/10to11: 80 to 90.







urple Grid- League Hours/ 3.25hrs = 13

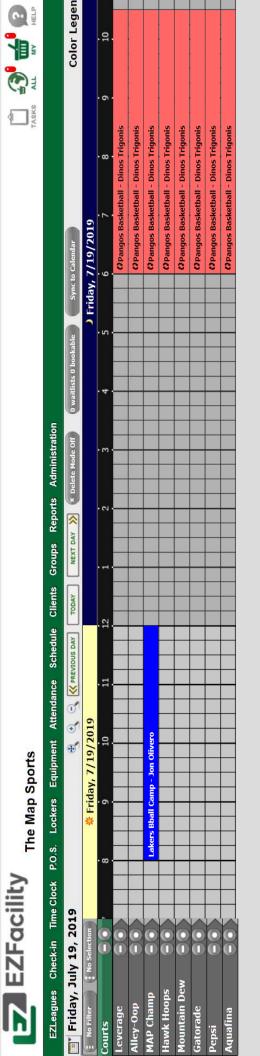
9PM to 4PM: 300 people/ Camp 5to6: 100 to 120/ 6to7: 130 to 150/ 7to8: 130 to

150/8to9: 110 to 130/9to10: 50 to 70.

Vball Rentals/1.5 total h

lue Grid-

Page 199 of 312



6PM to 10PM:400 to 500 people/ PM Camp

Hours

9PM to 4PM: 130 to 170 people/ Camp



November 6, 2019

Dai Vu, City Traffic Engineer City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92840

Re: Trip Generation - Proposed Weekday Daytime Operations The MAP Sports Facility at 12552 Western Ave, Garden Grove

Dear Mr. Vu,

The MAP Sports Facility is an existing indoor sports facility located at 12552 Western Avenue in the City of Garden Grove. Current hours of operation are 5 PM to 10 PM Monday through Friday, and 8 AM to 10 PM Saturday and Sunday. It is seeking an amendment to expand the hours of operation to allow weekday daytime uses. Weekday daytime activities will include youth summer camps, senior/adult pickleball leagues, school-age team scrimmages, organized instructions and practices. The extended hours of operation will be **Daily from 8 AM to 11 PM**.

Adding daytime operations at this existing facility will allow summer camps (9:30 am to 3:30 pm), pickleball league (9:30 am to noon), and team scrimmages and practices (non-peak hour, by reservation). The start and finish times are strategically set 30-minute apart from the morning and afternoon peak hours to avoid the rush-hour traffic. Attributing to staff activities, not patrons, the conservative estimate of trip generation is 10 trips in the morning peak hour and 10 trips in the afternoon peak hour, based on past staffing experiences.

Table 1. Project's Trip Generation

| | NET Trip | |
|----------------|------------|--|
| Peak Hour | Generation | Note |
| AM (7-9 am) | 10 | Activities start after 9:30 am, including summer camps and pickleball leagues |
| AWI (7-9 alli) | 10 | camps and pickleball leagues |
| PM (4-6 pm) | 10 | Summer camps end before 3:30 pm. Pickleball leagues are scheduled in the morning only. |

K2 Traffic Engineering, Inc.

Trip generation represents the amount of traffic change due to the project development. In summary, the project is expected to increase less than 10 trips in the morning and afternoon peak hours. The project is not expected to result in any significant traffic impact, compared to existing conditions. Further study of traffic impact is apparently not required.

JENDE KAY HSU No. T2285 Exp.6/30/20

Regards,

K2 Traffic Engineering, Inc.

Jende Kay Hsu, T.E.

California Licensed TR2285

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT PLANNING STAFF REPORT

| AGENDA ITEM NO.:
C.2. | SITE LOCATION: Southeast corner of the intersection of Western Avenue and Lampson Avenue, at 12552 Western Avenue |
|--|--|
| HEARING DATE: April 16, 2020 | GENERAL PLAN: Industrial/Residential Mixed Use 1 |
| CASE NO.: Conditional Use Permit No. CUP-339-11 (REV. 2020) | ZONE: M-P (Industrial Park) |
| APPLICANT: The Map Sports Facility | CEQA DETERMINATION: Exempt |
| PROPERTY OWNER: SDL Warner LLC (Attn: Tracey Barton) | APN: 251-032-01 |

REQUEST:

A request to modify the approved plans and Conditions of Approval, under Conditional Use Permit No. CUP-339-11 (REV. 2014), for an existing indoor sports facility, MAP Sports Facility, located at 12552 Western Avenue (Assessor's Parcel No. 215-032-01), to expand the hours of operation allowing daytime weekday business hours and activities and to expand the existing parking lot to provide additional parking spaces.

DISCUSSION:

The applicant has requested to continue Conditional Use Permit No. CUP-339-11 (REV. 2020) to the June 4, 2020 Planning Commission meeting, in order to allow additional time for the applicant to address certain issues that were raised from public comments received by the City of Garden Grove. See attached applicant continuance request in writing along with the correspondence from the public.

RECOMMENDATION:

Staff recommends that the Planning Commission take the following action:

1. Open the public hearing and continue Conditional Use Permit No. CUP-339-11 (REV. 2020) to the June 4, 2020, Planning Commission meeting.

Lee Marino Planning Services Manager

The Map Sports Facility

From : Terry Teeple <teeple@pacific-teal.com>

Wed, Apr 08, 2020 10:54 AM

Subject : The Map Sports Facility

1 attachment

To: 'Chris Chung (chrisc@ggcity.org)' <chrisc@ggcity.org>

Cc : leem@ci.garden-grove.ca.us, martymap11 <martymap11@gmail.com>, Kay Hsu, TE (kay@k2traffic.com) <kay@k2traffic.com>

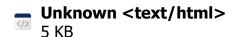
Mr. Chris Chung,

To allow my Client and Applicant (The Map Sports Facility) time to address certain issues that were raised from public comments received by the City of Garden Grove Community and Economic Development Department, we respectfully request a continuance of CASE NO.: Conditional Use Permit No. CUP-339-11 (REV. 2020). More specifically, please continue Agenda Item No. C.2 currently scheduled for the April 16, 2020 Planning Commission meeting to their meeting of June 4, 2020. We trust the Planning Commission will open the currently scheduled public hearing on April 16, 2020 and then vote to continue CASE NO.: Conditional Use Permit No. CUP-339-11 (REV. 2020) to their June 4, 2020 meeting. Thank you for your continued cooperation.

Please acknowledge receipt of this request.

Respectfully submitted by Terry Teeple, Authorized Representative for The Map Sports Facility.

Terry Teeple
Managing Member
Pacific-Teal Development, LLC
22691 Lambert Street, Suite 519
Lake Forest, CA 92630
PH 949.586.2066
teeple@pacific-teal.com





April 6, 2020

Mr. Chris Chung Urban Planner City of Garden Grove 11222 Acacia Parkway Garden Grove, CA. 92840

Dear Mr. Chung:

PURPOSE OF ZONING

It is our understanding that the purpose of city zoning ordinances is to divide a city into various uses that are separate from one another while maintaining and clustering similar land uses within zones that are compatible and uniform as to limit conflicts of use of surrounding properties.

When the City of Garden Grove initially considered the Conditional Use Permit for MAP Sports Facility to use an existing facility as an indoor sports center in an industrial park zone, we noted our objection as the use was incompatible to the surrounding area.

Our objections were ignored and the CUP was granted. The reasoning was that by limiting the hours of operation to hours and days that would not conflict with industrial users nearby and by requiring staggered time of events to eliminate the possibility of parking overflow from one group to another, that these measures would mitigate the incompatibility issues with surrounding properties.

EVIDENCE OF INCOMPATIBILITY/VIOLATION OF CUP

Now that MAP Sports Facility has been operating in the area, I write to shed some insight on the challenges we have faced and provide some anecdotal evidence of the incompatible use.

In the past, we have filed complaints with Garden Grove's Code Enforcement Departments when things have been dangerous and difficult for us to conduct our daily work, but to no avail.

City's FINDINGS AND REASONS 2.a. "...will operate during hours when the surrounding businesses are closed. The indoor sports facility will be compatible with the neighboring properties and have no adverse effect upon the health, peace, comfort, or welfare of persons working in the surrounding are."

STAFF REPORT FOR PUBLIC HEARING CASE NOS A-162-11 Page 5
Map will operate during the evening, 6:00 p.m. to 10:00 p.m. Monday through Friday..."

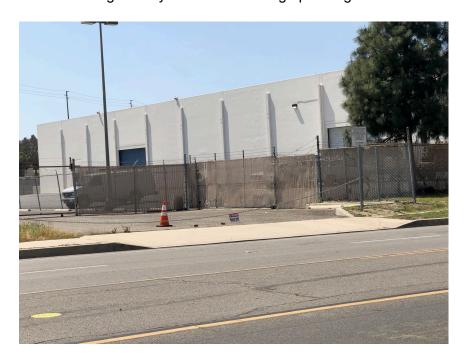


MAP Sports Facility has been operating outside the operating hours limitations of the Conditional Use Permit. We see events taking place in early afternoon during weekdays, well before 6:00 p.m. We see schools coming on the property as early as 3:00 p.m.

Garden Grove Planning Commission Minute Excerpt Dated November 3, 2011

Commissioner Pak asked staff to clarify the entrances. Staff responded that a new curb cut would occur on Lampson Avenue.

To date, we are unaware of a Lampson Avenue ingress/egress being utilized. Please see photo below taken recently. Perhaps the incentive for disuse of the Lampson Avenue ingress/egress may be the possibility of patrons entering the site without paying the toll. The entrance is generally chained off during operating hours.



STAFF REPORT FOR PUBLIC HEARING CASE NOS A-162-11 Page 6

"To minimize any potential parking issues, the conditions of approval require the applicant to adhere to scheduling a 30-minute interval between league games on any given court."

EXHIBIT "A" CONDITIONS OF APPROVAL

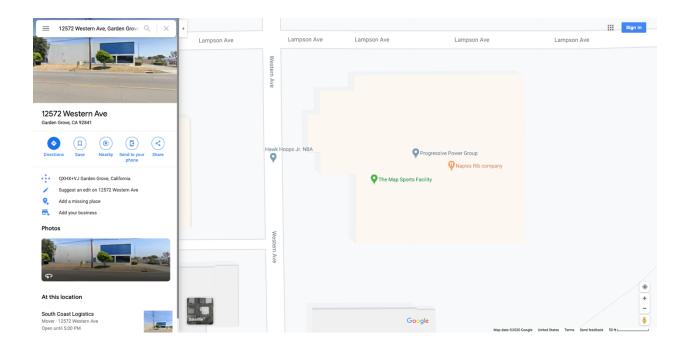
Item 12. "A prominent, permanent sign stating "NO LOITERING IS ALLOWED ON OR IN FRONT OF THE PREMISES."



Conditions were put in place to ensure that proper staggering of events and the "No Loitering" clause would preclude parking issues on site.

The reality is that parking has been and continues to be an issue. From time to time, we also see catering taking place in the parking lot with BBQ grills. In fact, if you search on Google Maps 12572 Western Avenue, Garden Grove and zoom in, you will see markers by Google for Hawks Hoop Jr. NBA, The MAP Sports Facility, Progressive Power Group and Naples Rib Company. I presume Naples Rib Company may be marked as Google Location Services identified their cell phones using this facility frequently.

Food service on site invites patrons to stay longer than their designated game time, in turn, creating insufficient parking on site for the day.



As patrons come on site, often times, there is a que to enter the sports facility that spills out beyond their property and on to North Bound Western Avenue as well as the median lane heading South, this creates challenges for our trucks and trailers to enter and exit our property during normal business hours.

We believe part of the reason for the que spilling onto Western Avenue is that MAP Sports Facility charges for parking. Collecting parking toll takes time and requires drivers to wait while the cars in front are allowed access. The charging of parking toll has also created unintended consequences that affect the safety of our property. We're



not opposed to charging a parking fee, but perhaps if the fee were collected at the door and not at the parking entry point, this may help relieve the spillover.

An additional unintended issue with charging a toll is that families wanting to avoid paying a parking toll now park on our facility and walk across Western Avenue. Others simply use our parking and shipping dock facility as a drop off point for kids to be dropped off and run across Western Avenue, creating a very dangerous situation both for the children running across a busy street as well as for the drivers along the North/South bound Western Avenue. This also creates a hazardous situation for us on our site as we have cars, trucks and fork lifts operating on our facility.

To add salt to the wound, when we have asked patrons of MAP Sports Facility to not park on our facility, they often times are belligerent and refuse to move. We have tried to call for a tow truck, but they are unwilling to come as they have requirements they must meet to tow a car from a private property.

MAP Sports Facility staff place DO NOT PARK signs in front of our parking lot on weekends, but that is not effective. Not only is it not effective, but the fact that they place a sign on our property to control their use is not a reasonable solution. It happens every weekend. In point of fact, photographs from Google Maps are attached to demonstrate the frequency of this practice.

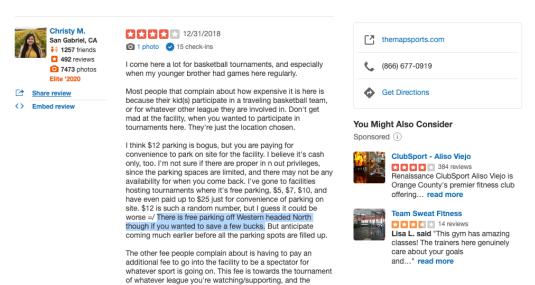
The photographs below is from Google Maps when you enter 12571 Western Avenue, Garden Grove.



In a cursory review of comments found on Yelp for MAP Sports Facility, patrons also park north of the site on public streets to avoid paying the parking toll. The issue is that when they park north of the site in the nearby side streets, there are no pedestrian sidewalks along Western Avenue leading to the side streets where these patrons park. They end up walking through private parking lots. Again, this area's design is for an industrial use, not an indoor sports facility.



Below is a comment on Yelp suggesting free parking North on Western as well as a photo from Google Maps on the Western Avenue/Lampson Avenue corner where it appears a family is walking across Western Avenue and there are no sidewalks north of the intersection.







PREVIOUS PARKING STUDY'S CREDIBILITY

The initial parking study used to approve the original CUP was inadequate. The assumption that each court would require 20 parking stalls was flawed as demonstrated

in the challenges we see. Most patrons likely drive individually and a two teams playing on a court likely have more than 20 players at any given time. The addition of 78 stalls will certainly help, but will taking stalls away from the adjacent 60,000 SF building allow

for proper parking demand load if the adjacent building were operating in full capacity? The adjacent building appears empty now, but once it is occupied, the parking demand for this building will rise. Does the new parking demand study account for the PPG office area on the North West side of the sports facility?

The purpose of a Conditional Use Permit is to place conditions that would allow incompatible uses within a zone with conditions that would help mitigate impacts to surrounding properties. By approving the current application to extend the allowance of operation for Monday – Friday 8:00 a.m. to 11:00 p.m. and weekends from 8:00 a.m. – 10 p.m., the few mitigations measures that were already proven to be ineffective in making the use more compatible with surrounding users, would be completely removed and the problems we have faced would continue to exacerbate. This would also create a precedence that negates the purpose of requiring a Conditional Use Permit. In essence, the changes being made are effectively allowing MAP Sports Facility to be fully within its right to operate its business alongside the industrial users nearby during the same operating time without limitation, short of allowing operations to extend to 24/7.

Staff Report Supporting Amendment No. A-162-11 to amend Title 9 of the City of Garden Grove Municipal Code to allow Indoor Sports Facility uses in M-P Zone subject to approval of a Conditional Use Permit.

"The amendment will allow a limited number of 'indoor sports facility' uses to share space with the regular 'industrial' uses. The 'indoor sports facility' uses will not operate at the same time as regular business hours, rather operating afterhours on weekday evenings and on the weekend."

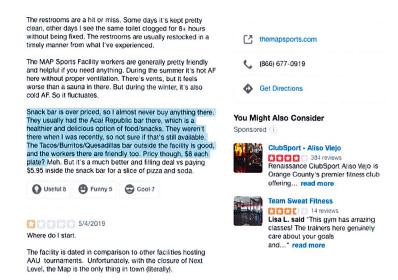
The current application to extend the operating hours to Monday – Friday 8:00 a.m. to 11:00 p.m. is in direct contrast to the staff report that "indoor sports facility" uses will not operate at the same time as regular business hours, rather operating after-hours on weekday evening and on the weekends.

Some additional questions and comments:

- Does the facility provide adequate rest room stalls? In reviewing the previous floor plan with 8 courts, the number of stalls seemed insufficient.
- Does PPG continue to operate the 8,000 SF of office space exclusively at the front of the site along with the warehouse space of 7,000 SF?



 Does MAP Sports have the proper approval and permit to operate a food service on site? Below is a comment from a patron of MAP found on Yelp. It would appear that MAP has a Snack Bar, Acai Republic Bar and a Tacos/Burritos/Quesadilla bar outside the facility.



• Furthermore, it was our understanding that spectators were not allowed as part of the CUP per **Exhibit** "A" Conditions of Approval, Item 9, "There shall be no tournaments, competitions, or other special events that draw spectators." What we see as a nearby property owner and what we read in numerous Yelp reviews by patrons paint a different picture. Are spectators allowed?

If this application were to be approved, as a property owner impacted by the current use with its current limitations, we ask the City to recognize that removing the current limitations will create additional impact on the surrounding users and that the City will provide appropriate mitigation measures to ensure that MAP's use does not impede on our operation and the safety of our employees. We further ask the City to create a mechanism by which we would be allowed to quickly call on a tow truck service to

remove cars that are trespassing on our property. Should the problems continue to exist, we ask the City to review the conditions and use of the subject property and to amend the conditions as necessary.

Best regards.

Spencer Hurtt President/CEO



Ticket #589351

Status Open

Priority Normal

Department Planning Help

Create Date 03/31/2020 04:46:51 PM

Assigned To

SLA Plan

Planning SLA

Due Date

04/05/2020 04:46:51 PM

Name

Royden Fujimori

Email

rfujimori@crrmail.com

Phone

Source Email

Help Topic

Last Response

Last Message

Planning

03/31/2020 04:46:52 PM

Conditional Use Permit No. CUP-339-11

03/31/2020 04:46:52 PM Conditional Use Permit No. CUP-339-11

Royden Fujimori



Garden Grove Planning Division,

This is a comment in the request by the MAP Sports Facility to expand its hours of operation during the weekday and expand additional parking. The current MAP Sports Facility currently holds events during the weekend where most of the times, cannot contain the parking demand. The attendees then park throughout the business streets and areas. On the weekends, most surrounding businesses are not running so there is little conflict in parking, and attendees wondering the streets. However, if events are held during the weekday, during peak business activity, not only will there be a parking capacity issue, but, there will be a safety issue as many of the attendees will be parking throughout a heavy traffic area. In addition, many of the attendees are young children who are not always focused on safety awareness.

| | Thank y | you | for | the | opp | ortu | nity | to | com | ıment |
|--|---------|-----|-----|-----|-----|------|------|----|-----|-------|
|--|---------|-----|-----|-----|-----|------|------|----|-----|-------|

Royden Fujimori

CR&R Inc.

Re: MAP Sports Facility - 12552 Western Ave - Code Enforcement Case #181966

From: Pete Roque < peter@ggcity.org > Fri, Apr 03, 2020 10:40 AM

Subject: Re: MAP Sports Facility - 12552 Western Ave - Code

Enforcement Case #181966

To: Chris Chung <chrisc@ggcity.org>

Here is the complaint:

Request CR-9162

MAP Sports Facility has had an all day event today (1/20/2020). Its customers have been parking in our facility, walking through our facility during business hours and have at times refused to remove their car when told that it is private property. This has happened on multiple occasions during our hours of operation and is both a nuisance as well as potentially hazardous situation as we have fork lifts operating in our facility where patrons of MAP Sports Facility have been seen walking through.

We have filed multiple complaints to the City and have not had the issue resolved.

We request that when MAP conducts all day events during normal business days, that they be required to post a security guard at the entrance of our facility to discourage their patrons from parking/walking through our facility in the future.

Address: 12552 WESTERN AVE

Category: Other Code Enforcement Complaint

Submitted: January 20, 2020 02:15 PM

Requester: David Choye Phone: (714) 622-6425 Email: dchoye@cscmfg.com

We have not observed anything thus not sent any notification.

Thank you,



Tel: (714) 741-5351 | Email: peter@ggcity.org

Please feel free to check out our new online web request and reporting system at Online Web Request

Zimbra

The Map Sports Facility - CASE NO: Conditional Use Permit No. CUP-339-11 (REV. 2020)

From: Terry Teeple < teeple@pacific-teal.com>

Fri, May 22, 2020 05:09 PM

Subject : The Map Sports Facility - CASE NO: Conditional Use

Permit No. CUP-339-11 (REV. 2020)

To: 'Chris Chung (chrisc@ggcity.org)' <chrisc@ggcity.org>

Cc : leem@ci.garden-grove.ca.us, martymap11 <martymap11@gmail.com>, Kay Hsu, TE (kay@k2traffic.com) <kay@k2traffic.com>

Dear Planning Commissioners and City Staff.

I hope this finds you well under these challenging circumstances. On behalf of my Client, The Map Sports Facility (Map), I wish to express my gratitude to the Planning Commission for honoring our request to continue Agenda Item No. C.1. from your April 16, 2020 meeting to your meeting scheduled for June 4, 2020. Our team has been utilizing this invaluable time afforded us by the Planning Commission's continuance of our Subject Case. More specifically we have focused on the two (2) comment letters that the City of Garden Grove received during the public comment period. I offer the following responses to both comment letters:

CR&R, Inc. Letter - Ticket #589351 Create dated 03/31/2020: After reviewing the public comment submitted by CR&R, Inc., we are pleased that the author offers the following relative to the weekend operation at The Map Sports Facility: "On the weekends, most surrounding businesses are not running so there is little conflict in parking, and attendees wondering (wandering-spelling corrected) the streets."

The Amendment we seek via Conditional Use Permit No. CUP-339-11 (REV. 2020) centers around expanding the hours of operation to include weekday daytime activities at the Map. It is very clear to me that the author of the public comment is not informed when he states ... "However, if events are held during the weekday, during peak business activity, not only will there be a parking capacity issue, but, there will be a safety issue as many of the attendees will be parking throughout a heavy traffic area." City Staff raised similar concerns and questions early in the process of evaluating the Amendment. As a result, K2 Traffic Engineering produced the Trip Generation - Proposed Weekday Daytime Operations / The MAP Sports Facility at 12552 Western Ave, Garden Grove, dated November 6, 2019 (Memo). Said Memo as well as the Staff Report and Conditions of Approval clearly mandate that the proposed weekday daytime hours of operations are restricted to OFF PEAK, AMand PM peak traffic hours. The author of the public comment is also and unfortunately uninformed regarding the parking required for the proposed weekday daytime hours of operations. As part of City Staff's required 215 of 312 5/26/2020 Zimbra

analysis, K2 Engineering also produced a document entitled the Parking Demand Study / The MAP Sports Facility 12552 Western Ave, Garden Grove dated September 9, 2019 (Study). Among many other components, this Study clearly demonstrates that the proposed weekday daytime activities anticipates the maximum use of 80 parking spaces at any one time. As you are aware, there are currently 191 existing parking spaces at the Map. This means the proposed weekday daytime activities will require less than 50% of the existing parking spaces. The author's assertion that there will be "a parking capacity issue" is simply incorrect. It is well to note that both the Memo and the Study were reviewed and accepted by the City of Garden Grove's Traffic Engineer ... These work products support the City Staff's recommendation for the Planning Commission to approve the Conditional Use Permit No. CUP-339-11 (REV. 2020).

Container Supply Letter dated April 6, 2020:

We have thoroughly reviewed the comments contained in this letter. Much like the CR&R comments, the author is unfortunately misinformed about numerous facts and activities The Map Sports Facility (Map), is vested with vis-à-vis the Conditions of Approval for the Map's CUP No. 339-11 (REV. 2014). Examples of this include the Map's current vesting described in Conditions of Approval #34 and #35 ... These conditions allow the Map to provide both food and drinks AND sell sports merchandise during hours of operation. should be noted that the Conditions of Approval #34 and #35 are as numbered in proposed CUP No. 339-11 (REV. 2020). The Container Supply comment letter raises issues that although have occurred very rarely since the Map opened for business in May, 2012, warrant PRO-ACTIVE consideration. and again on very rare occasion, patrons of the Map have utilized the parking lot of Container Supply across Western Avenue. These rare, UNAUTHORIZED occurrences have taken place in spite of the Map's placement of "A-Frame" signs at the driveways of the Container Supply facility forbidding Map patrons from this activity. In addition, and only during weekend events when parking fees are charged to Map patrons to vehicles having LESS THAN 4 OCCUPANTS, a "queuing" issue occurs. This forces vehicles to queue up on Western Avenue. Recall that the vehicles with 4 or more occupants enjoy FREE parking per the GREEN MAP PROGRAM, proposed by Condition of Approval #12 to increase to 65 vehicles ... This will further promote carpooling. well to note that the vehicle queuing on Western Avenue ONLY occurs during the beginning of the day and for weekend events. On rare occasions the Map holds 3-day events when children are out of school on 3-day, holiday weekends ... Typically these include Martin Luther King holiday in January, President's holiday weekend in February and the 4th weekend in May over the Memorial Day weekend.

In an effort to mitigate the aforementioned issues raised by Container Supply, my Client has authorized the creation of a "Parking Management Plan" (PMP). This self-imposed mitigation is intended to resolve the rare occasions that impact the Container Supply operations, particularly on a Friday or Monday of a 3-day event at the Map. On these rare occasions the Container Supply facility may be observing these Fridays or Mondays Holidays, and thus not working. I would direct your attention to both the PMP and Staff's proposed Condition of Approval #41. The Map will be obligated to 1312

5/26/2020 Zimbra

implement the PMP during any high/peak demand periods, as necessary per Condition #41. The PMP also includes the strict prohibition of Map patrons from parking in the Container Supply's parking lot by hiring another parking lot attendant. In order to best implement the PMP, Staff has proposed Condition of Approval #12 relative to adequate parking at the Map ALWAYS being available. The PMP requires the inclusion of ONSITE queuing for 20 vehicles as noted and shown on the PMP. Condition of Approval #41 also requires opening the 78 overflow parking spaces during peak demand periods. This was noted and supported by K2 Traffic Engineering's Parking Demand Study dated September 9, 2019, as reviewed and approved by the City of Garden Grove Traffic Engineer.

It is important to add that The Map Sports Facility has NEVER been notified by either the City's Code Enforcement Department or Container Supply directly regarding the two (2) major issues alleged and discussed herein above. It was not until City Staff shared Container Supply's April 6, 2020 public comment letter that the Map was made aware of same. It is also well to note that Map provides a very important and much needed sports facility to both youth and adults alike. The Map's facility has proven to be even more important since the Next Level Sports Complex went out of business October 20, 2018.

Lastly, my Client has reviewed and accepts the REVISED CONDITIONS OF APPROVAL labeled EXHIBIT "A" for CASE NO: Conditional Use Permit No. CUP-339-11 (REV. 2020).

We would like to thank City Staff for their courteous cooperation while evaluating the Amendment being sought by The Map Sports Facility.

Respectfully,
Terry Teeple - Authorized Representative for The Map Sports Facility
Pacific-Teal Development, LLC
22691 Lambert Street, Suite 519
Lake Forest, CA 92630
PH 949.586.2066
teeple@pacific-teal.com



June 16, 2020

Mr. Chris Chung Urban Planner City of Garden Grove 11222 Acacia Parkway Garden Grove, CA. 92840

Dear Mr. Chung:

MAPS is currently operating outside its permitted hours of operation. It is stated on MAPS's website as well as confirmed by an employee by phone. A group of players were seen leaving the facility on Monday, June 15, 1:40 pm.

The current proposal to extend operating hours will create a hazardous situation both for the industrial users in the area as well as for MAPS's patrons. MAPS's patron park on CSC property and run across Western Avenue. Some pull into our Shipping Department's driveway and off-load children who then run across Western Avenue to MAPS. Both practices create a very dangerous situation for all parties involved.

If operating hours are allowed to be concurrent to industrial users, the risk of accidents and injury increase. In addition, traffic congestion on Western Avenue will increase as queue to enter MAPS will exist during times when large trucks are constantly on the road.

QUESTIONS REGARDING THE CONDITIONAL USE PERMIT PROCESS AND CURRENT APPLICATION

- 1. The original CUP incorporated an amendment to Title 9 to allow a new use, an "Indoor Sports Facility," in the M-P (Industrial Park) Zone, subject to a Conditional Use Permit. The amendment was predicated on the fact that indoor sports facility uses will not operate at the same time as regular business hours; rather the uses will operate afterhours on weekday evening and on the weekends. How is the new CUP being processed when it goes against the very reasoning used to allow Indoor Sports Facility to operate in a non-conforming zone?
- 2. Title 9, Chapter 4, Subsection C.9 was also modified to include the following definition: "Indoor Sports Facility" means an indoor space used by teams to practice sports or engage in league/club play most often during weekday evening and weekend days. Is the current proposed CUP in violation of this very definition of an Indoor Sports Facility?
- 3. Section 9.16.020.050: Special Operating Conditions and Development Standards was also modified to add specific standards for an "Indoor Sports Facility." At no time shall an indoor sports facility impede the normal functions of the permitted uses in the zone in which it is located. In point of fact, CSC has filed numerous complaints with Code Enforcement on weekdays during our normal operating hours of business when MAPS was concurrently operating, wherein our normal functions were impeded upon. Were our complaints taken into consideration in reviewing the proposed CUP?
- 4. In reviewing the original CUP and the Title Amendment, the argument in support of allowing an Indoor Sports Facility to operate in an Industrial Park Zone was based on the notion of such facilities operating during hours when surrounding industrial uses would not be operating. This statement was made over and over again in various documents

- leading to the approval of the CUP. Why is this argument no longer valid? What has changed to disregard the original reasoning?
- 5. What is the City's policy for requiring sites to upgrade the facility's landscape and lighting requirements when a significant change occurs to either the physical property or its uses? In short, are applicants required to upgrade the facility's landscape and lighting to meet current code when a CUP is approved? In other cities, applicants are required to update their facility to meet current code requirements. Is this the same in Garden Grove?
- 6. The current CUP appears to incorporate parking stalls from an adjacent lot into its parking calculus. If the adjacent building is vacant, it would make sense, but if the property were occupied, would there be enough parking stalls available for both uses concurrently? Please see the parking striping from a Google aerial photograph that shows parking striping different than what was previously submitted to the City in the original CUP application.
- 7. Does the new parking analysis take into account PPG uses (8,000 SF of general business office and 7,000 SF of warehouse) as exclusive space for PPG; therefore, a separate parking count should be factored, 32 stalls for general business office and 16 stalls for warehouse use.
- 8. If the PPG office areas are exclusive, does the current number of restroom stalls meet the demand load?

REQUESTS FROM CSC

- 1. Immediately cease operating during hours that were not approved by the City.
- 2. Limit operations to those approved in the original Conditional Use Permit to ensure the operation of MAPS does not interfere or impede other industrial users nearby.
- 3. Remove ability for MAPS to charge parking fee as it encourages patrons to park off-site, spill into neighboring lots and creates a queue that spills onto Western Avenue as patrons wait to pay the toll.
- 4. Allow CSC ability to tow unauthorized vehicles on short notice.

Attached are screenshots taken from MAPS website stating, "We are open daily from 7:30 am to 11:00 pm daily but other time arrangements are possible," as well as an aerial view of the parking striping of the adjacent building to accommodate for large trucks.

Also attached are Google Maps screenshots that demonstrate patrons walking in the general area that have likely parked off-site and a screenshot showing how a patron has parked on CSC property, been dropped off and is preparing to run cross Western Avenue in the middle of the street. These photos were taken by Google in a snapshot of a moment in time. The fact that Google's camera's presence capturing these moments at random further illustrates how prevalent the problems are and the dangers they pose.

I urge the City Planning Commissioners and the City Council to reconsider the application to extend the operating hours.

Yours truly,

Spencer Hurtt President/CEO



Home





Court Sponsors Hotel Partners V Basketball Volleyball Volleyball

RESERVATIONS ONI

The Map Sports Facility will reopen

Monday June 15th to reservations only.



· Maintain a 6-feet separation from others Please note updated facility guidelines











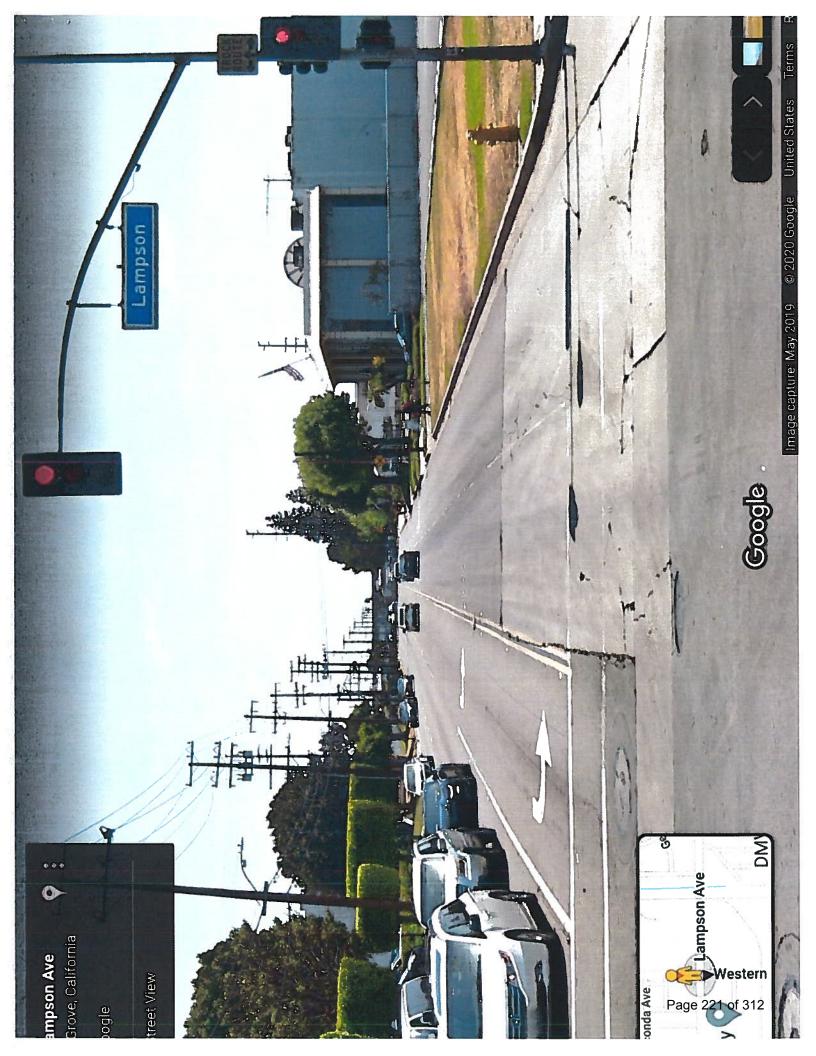
To reserve your court, call us at (714)905-5262 or email us at info@themapsports.com.

Reserve A Court & Other Rental Information

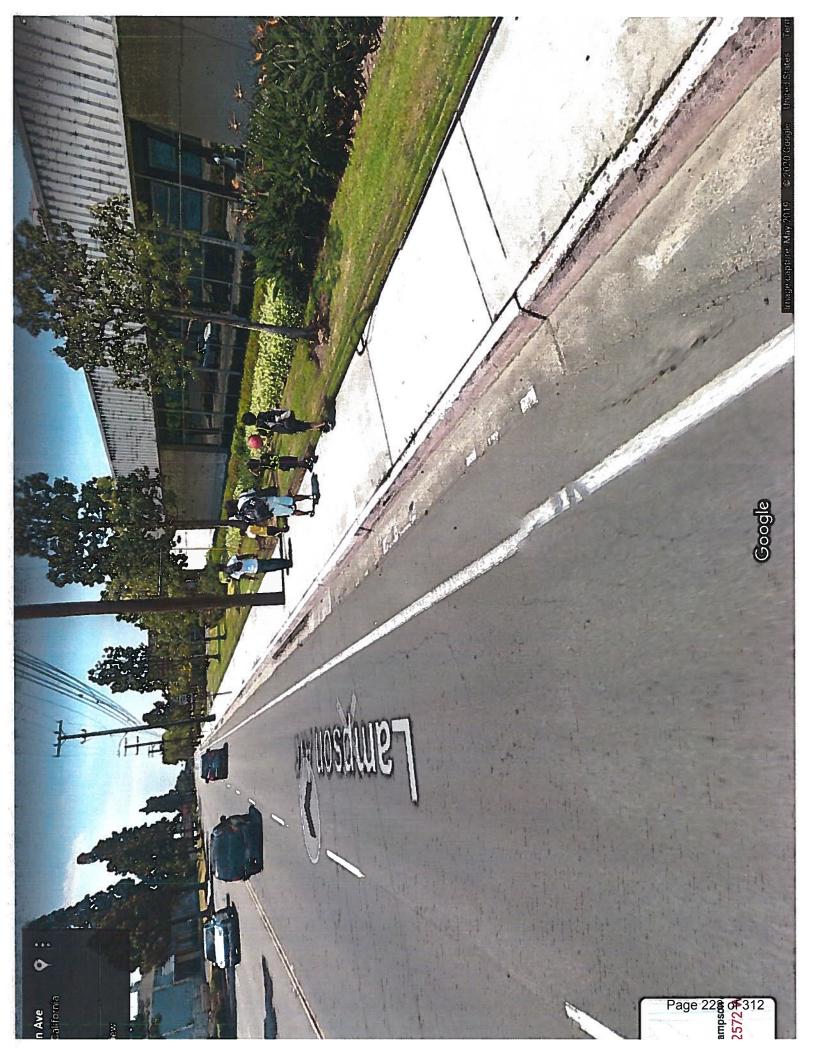
non-reserved courts available on an Hourly Open Gym. Membership Open Gym. or Trainers Open Gym format. in the Open Gym format. We are open daily from 7:30 am to 11:00 pm daily but other time arrangements are The MAP has flexible arrangements for all types of players and organizations to Reserve court time or play possible. Reserve your court's to insure your planned event at the MAP or simply show up to play on any For more detailed information on rentals, please see the "Rental" menu above.

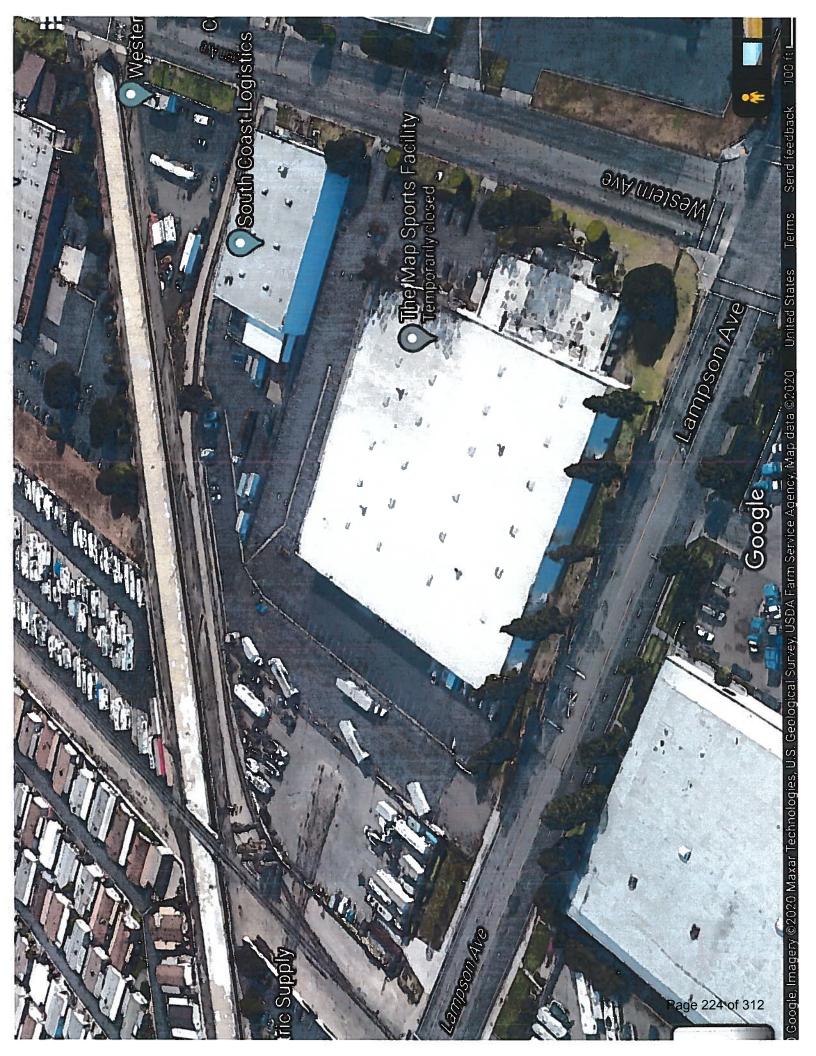
Single court Reservations start at 575 per hour, but rates may vary pending the user's frequency, quantity of courts, and length of reservation. Whether you need courts for weekend tournaments, league team, club teams, camps, special events or just











Zimbra

The Map Sports Facility - CASE NO: Conditional Use Permit No. CUP-339-11 (REV. 2020)

From: Terry Teeple < teeple@pacific-teal.com>

Wed, Jun 17, 2020 03:12 PM

Subject: The Map Sports Facility - CASE NO: Conditional Use

Permit No. CUP-339-11 (REV. 2020)

To: leem@ci.garden-grove.ca.us, 'Chris Chung (chrisc@ggcity.org)' <chrisc@ggcity.org>

Cc: martymap11 < martymap11@gmail.com > , Kay Hsu, TE

(kay@k2traffic.com) <kay@k2traffic.com>

Dear Planning Commissioners and City Staff.

I hope this finds you well under these challenging circumstances. On behalf of my Client, The Map Sports Facility (Map), I wish to express my gratitude to the Planning Commission for honoring our request to continue Agenda Item No. C.1. from your April 16, 2020 meeting to your meeting now scheduled for June 18, 2020. Today we were made aware of a second comment letter received by Staff from Container Supply Company (Container Supply), dated June 16, 2020. This second comment letter reiterates several of the same issues Container Supply raised in their original comment letter dated April 6, 2020 to which I responded to in detail via my email dated May 22, 2020 ... I would encourage the Planning Commissioners to reread my May 22, 2020 email which is included in your Staff Report. That said and on behalf of the Map, it is important that I make a further response to clarify a few additional issues raised in Container Supply's second comment letter.

First, the photos included in Container Supply's second comment letter were taken of Map patrons ON WEEKENDS, during permitted hours of operation.

Container Supply is correct in asserting that they observed a few "players" leaving the Map facility this past Monday, June 15th, at approximately 1:40pm. Like so many businesses affected by the COVID-19 Pandemic, the Map has been working to implement and perfect the protocols mandated by Governor Newsom's Phase 3 "opening" which went into effect last Friday, June 12th. The Map is considered a "fitness center" by definition in the Phase 3 The protocols include maintaining 6' social distancing, having employees and patrons temperatures taken upon entrance to the facility, the practicing of good hygiene (washing hands often), requiring masks / face coverings to be worn upon entrance to the Map, that all individuals must complete a COVID-19 Liability Release Waiver, and finally that practice groups could consist of no more than ten (10) participants. Container Supply's second comment letter included a photo of the Map's website that reads in part ... "WE'RE OPEN! RESERVATIONS ONLY. The Map Sports Facility will reopen Monday June 15th to reservations only." This and other text was displayed in a box with a burgundy-red background. The Map hearing talat 2ኒክርና 312 6/17/2020 Zimbra

opening of Phase 3 was finally announced last Friday, they rushed to updated their website this past Sunday. Again and like so many businesses that have had to curtail operations during the Pandemic, the Map was eager to test the mandated protocols via soft openings. Admittedly these "soft openings" have been done this week, during weekdays, currently not permitted in the Map's CUP. Most assuredly these soft openings have NOT adversely affected the health, peace, comfort or welfare of persons residing or working in the surrounding areas. Further, these soft openings of groups of 10 or less patrons to test the COVID -19 protocols have NOT created any traffic issues.

In the haste of the Map to update their website this past weekend, they failed to revise the small text at the bottom of their website. Further, the website photo submitted with Container Supply's second comment letter mistakenly states "We are open daily from 7:30am to 11:00pm" The Map has taken down this website information relating to daily hours of operations as it is and has been regrettably incorrect.

Planning Staff confirmed for me today that the Container Supply Company representative was NOT aware of the comprehensive, Parking Management Plan (PMP), that is included as Condition of Approval No. 41. The PMP as stated in my May 22, 2020 email to you is a self-imposed mitigation by the Map intended to resolve the rare occasions that impact the Container Supply operations, particularly on Fridays or Mondays of a 3-day event at the Map. The PMP will require additional Map personnel to eliminate on-street queuing of vehicles arriving at the Map by providing on-site lanes designated to accommodate 20 vehicles. Additionally, the Map personnel will be responsible for prohibiting Map patrons from parking vehicles at the Container Supply Company's facility. We believe the PMP will prove to be a very important mitigation measure.

It is important to add that The Map Sports Facility has NEVER been notified by either the City's Code Enforcement Department or Container Supply directly regarding the two (2) major issues alleged. It was not until City Staff shared Container Supply's April 6, 2020 public comment letter that the Map was made aware of same and hence the Parking Management Plan. It is also well to note that the Map provides a very important and much needed sports facility to both youth and adults alike. The Map's facility has proven to be even more important since the Next Level Sports Complex went out of business October 20, 2018.

Respectfully submitted.

Terry Teeple
Authorized Representative for The Map Sports Facility
Pacific-Teal Development
22691 Lambert Street, Suite 519
Lake Forest, California 92630
PH 949.586.2066
teeple@pacific-teal.com

The MAP Sports Facility (CONDITIONAL USE PERMIT NO. CUP-339-11 (REV. 2020)

From: Marty Walker <martymap11@gmail.com> Tue, Jun 23, 2020 05:23 PM

Subject: The MAP Sports Facility (CONDITIONAL USE PERMIT NO.

CUP-339-11 (REV. 2020)

To: Chris Chung <chrisc@ggcity.org>, leem@ggcity.org

Cc : Terry Teeple <teeple@pacific-teal.com>,

dchoye@cscmfg.com

Dear Mr. Chung and Mr. Marino,

Please be kind enough to forward this email to ALL members of the Garden Grove Planning Commission and the City's Community and Economic Development Director.

The results of last Thursday's Planning Commission public hearing regarding our application were both disappointing and revealing ... Disappointing in the sense that our application was not approved, and revealing that The MAP Sports Facility (MAP), must do a better job going forward. My partners and I appreciate the Planning Commission's 90-day continuance of our application until September 17, 2020, affording us the opportunity to do what is necessary to 1.) restore the City's trust in the operations of The MAP, 2.) to work with our neighbors to minimize any impacts on them resulting from our business operations, and 3.) most importantly to insure the safety of patrons of The MAP, and employees and suppliers of our neighboring businesses.

In an effort to restore the City's trust in The MAP and ultimately gain approval of our CUP No. 339-11 (REV. 2020), we have taken or suggest the following action steps:

A. Rescheduled the few remaining practice sessions that we had planned for "soft openings" to hours of operation currently approved by our CUP No. 339-11 (REV. 2014). Mr. Teeple, our authorized representative accurately reported at the planning commission meeting that having received Governor Newsom's announcement of Phase

3 activity openings on Friday, June 12th, we rushed to update our website and schedule a few practice sessions. Our intentions were to perfect the protocols mandated by the State of California and local agencies for the opening of "fitness centers" the category in which The MAP is included. In advance of that I personally began working with Mr.

Chris Chung on May 22nd to obtain the City of Garden Grove's criteria for reopening our business so very heavily impacted by the COVID-19 Coronavirus Pandemic. Mr.

Chung suggested on May 27th that I contact Pete Roque, Code Enforcement Supervisor with the City's Code Enforcement Division. In subsequent correspondence with the City's Code Enforcement staff, I received valuable information regarding reopening protocols. The MAP obtained the necessary thermometer to check temperaturage 22th of 312

- employees and patrons entering our facility WITH MASKS, and trained our staff to strictly enforce physical distancing and to practice appropriate hygiene. Retrospectively, it would have also been appropriate to contact Mr. Chung and Mr. Marino and the Community and Economic Development Director to obtain temporary approval to conduct the soft opening practice sessions during weekday hours currently not approved by our CUP No. 339-11 (REV. 2014).
- B. Removed from The MAP's website and all other collateral materials (including from the window signage at our main facility entrance), reference to any hours of operation not currently permitted under The MAP's CUP No. 339-11 (REV. 2014).
- C. Our employees have also been reminded that when telephone calls are received to only offer practice, training and event times during currently approved hours of operation.
- D. The MAP is committed to demonstrating compliance with the currently approved CUP hours of operation and all other Conditions of Approval.
- E. The proposed Parking Management Plan (PMP) as presented to the City Staff and Planning Commissioners was developed to improve off site vehicle queuing and pedestrian safety issues on the weekends. Mr. Teeple and I are working with the Planning Division to immediately implement the PMP during the 90-day continuance period and in advance of the CUP amendment we seek. We feel very strongly that the PMP will mitigate the major concerns raised by Container Supply Company (via Mr. Choye). We realize even temporary implementation of the PMP is dependent upon The MAP's ability to be open for peak demand events on Friday evenings and weekends, and only with the appropriate State and local COVID-19 guidelines in place.
- F. Mr. Teeple and I will be reaching out to Mr. David Choye at the Container Supply Company (CSC). Our intent is to work with CSC to reach a solution that best serves both of our business interests.
- G. Mr. Teeple will be working with the Planning Division to establish the date, time and location of the neighborhood, community outreach meeting requested by the Planning Commission motion to continue The MAP's public hearing to September 17, 2020.
- H. Lastly, I will personally be requesting to meet individually with each of the Planning Commissioners to better understand their concerns and to better educate them about The MAP's business operations.

Again, I wish to thank you for the opportunity for The MAP to offer the best and safest possible activities to both youth and adults alike, all within the confines of our Conditional Use Permit.

Respectfully,

Marty Walker

Managing Partner

The MAP Sports Facility

--

Marty Walker
Managing Partner
The MAP Sports Facility
12552 Western Ave.
Garden Grove, CA 92841

(714) 906-5079 martymap11@gmail.com

 $\underline{www.themapsports.com} \mid \underline{www.hoopsunlimited.com} \mid \underline{facebook.com/hoopsunlimitedoc} \mid \underline{instagram.com/hoopsunlimitedoc}$

RESOLUTION NO. 5982-20

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE APPROVING CONDITIONAL USE PERMIT NO. CUP-339-11 (REV. 2020), FOR A PROPERTY LOCATED ON THE SOUTHEAST CORNER OF WESTERN AVENUE AND LAMPSON AVENUE, AT 12552 WESTERN AVENUE, ASSESSOR'S PARCEL NO. 215-032-01.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session assembled on June 18, 2020, and August 20, 2020, approved Conditional Use Permit No. CUP-339-11 (REV. 2020) for the property located on the southeast corner of Western Avenue and Lampson Avenue, at 12552 Western Avenue, Assessor's Parcel No. 215-032-01.

BE IT FURTHER RESOLVED in the matter of Conditional Use Permit No. CUP-339-11 (REV. 2020), the Planning Commission of the City of Garden Grove does hereby report as follows:

- 1. The subject case was initiated by the MAP Sports Facility, with the authorization of the property owner, SDL Warner LLC.
- 2. A request to modify the approved plans and Conditions of Approval, under Conditional Use Permit No. CUP-339-11 (REV. 2014), for an existing indoor sports facility, MAP Sports Facility, located at 12552 Western Avenue (Assessor's Parcel No. 215-032-01), to expand the hours of operation allowing daytime weekday business hours and activities, and to expand the existing parking lot to provide additional parking spaces.
- 3. The applicant has requested certain modifications to the approved plans and Conditions of Approval applicable to Conditional Use Permit No. CUP-339-11 (REV. 2014) to expand the hours of operation allowing daytime weekday business hours and activities, and to expand the existing parking lot to provide additional parking spaces.
- 4. The City of Garden Grove has determined that this project is not subject to the California Environmental Quality Act ("CEQA"; Cal. Pub. Resources Code Section 21000 et seq.) pursuant to Section 15301 (Existing Facilities) of the State CEQA Guidelines (Cal. Code of Regs., Title 14, Section 15000 et seq.).
- 5. The property at 12552 Western Avenue has a General Plan Designation of Industrial/Residential Mixed Use 1 and is within the M-P (Industrial Park) zone. The property is currently divided into two areas, which are divided by a chain link fence. The approximately four (4) acre MAP Sports Facility ("MAP") site at the northwest corner of the property is improved with an existing 80,000 square foot warehouse building (12552 Western Avenue) that is utilized by MAP and currently in operation as an indoor sports facility. The remaining portion of the site, which wraps around the easterly and southerly part of the property, is improved with a parking lot area and a 20,001 square foot one-story industrial

warehouse building, fronting Western Avenue, which is currently in operation as an apparel distribution warehouse.

- 6. Existing land use, zoning, and General Plan Land Use designation of the areas included in this Conditional Use Permit and in their vicinity have been reviewed.
- 7. Report submitted by City staff was reviewed.
- 8. Pursuant to a legal notice, a public hearing was held on June 18, 2020, and August 20, 2020, and all interested persons were given an opportunity to be heard.
- 9. The Planning Commission gave due and careful consideration to the matter during its meetings of June 18, 2020, and August 20, 2020; and

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

FACTS:

The applicant is requesting approval to modify the approved plans and Conditions of Approval, under Conditional Use Permit No. CUP-339-11 (REV. 2014), for an existing indoor sports facility, MAP Sports Facility, located at 12552 Western Avenue (Assessor's Parcel No. 215-032-01), to expand the hours of operation allowing daytime weekday business hours and activities and to expand the existing parking lot to provide additional parking spaces.

The subject site is an existing approximately six (6) acre site located on the southeast corner of the intersection of Western Avenue and Lampson Avenue. The subject site abuts industrial type uses in all directions. The zoning of the subject site is M-P (Industrial Park) and the Land Use Designation is Industrial/Residential Mixed Use 1. The property is currently divided into two areas, which are divided by a chain link fence. The approximately four (4) acre MAP Sports Facility ("MAP") site at the northwest corner of the property is improved with an existing 80,000 square foot warehouse building (12552 Western Avenue) that is utilized by MAP and currently in operation as an indoor sports facility. The remaining portion of the site, which wraps around the easterly and southerly part of the property, is improved with a parking lot area and a 20,001 square foot one-story industrial warehouse building, fronting Western Avenue, which is currently in operation as an apparel distribution warehouse.

In 2011, the City of Garden Grove approved Amendment No. A-162-11 and Conditional Use Permit No. CUP-339-11 to allow a Code Amendment to Title 9 of the City of Garden Grove Municipal Code to allow "indoor sports facility" uses in the M-P (Industrial Park) zone subject to a Conditional Use Permit, and approved a Conditional Use Permit for the MAP Sports Facility (MAP) at 12552 Western Avenue (for operation within the 80,000 square foot warehouse building). According to business license records, the MAP Sports Facility has been in operation since 2012.

In 2014, the City of Garden Grove approved Conditional Use Permit No. CUP-339-11 (REV. 2014) to allow modifications to the approved plans and the Conditions of Approval under Conditional Use Permit No. CUP-339-11, to update the business operational conditions relating to, but not limited to, parking space requirements, building code compliance, and maximum building occupancy. The City concurrently approved Amendment No. A-009-2014, amending Title 9 of the Garden Grove Municipal Code, Section 9.16.020.030, to permit "Parking Facilities (For Fee)" in the M-P (Industrial Park) zone, subject to a Conditional Use Permit. No. A-009-2014 was processed by the City of Garden Grove in coordination with the proposed modifications to the Conditions of Approval for MAP (under Conditional Use Permit No. CUP-339-11 (REV. 2014)), which implicitly authorized MAP to charge Notably, the approval of CUP-339-11 (REV. 2014) its patrons for parking. accomplished the following items including, but not limited to: (i) completion of various building improvements to increase the maximum occupancy (the maximum number of persons allowed in the building) per the California Building Standards Code from 294 occupants to a new maximum of 516 occupants; (ii) in order to accommodate the increase in maximum occupancy for the building, re-striping of the existing parking lot to increase the number of parking spaces available on-site from 170 parking spaces to 191 parking spaces (increase of 21 parking spaces); (iii) to further support the accommodation of the increased maximum occupancy for the building, establishing and implementing a carpool incentive program, the "Green MAP Plan", which allows up to forty-five (45) vehicles carpooling with four (4) or more occupants per vehicle to park on-site for free; and (iv) interior tenant improvements to add a snack and merchandise shop within the indoor sports facility.

The MAP Sports Facility ("MAP") is an indoor sports facility where the primary sports played are basketball and volleyball. The applicant is requesting to modify the Conditions of Approval, under Conditional Use Permit No. CUP-339-11 (REV. 2014), to expand the hours of operation allowing daytime weekday business hours and activities. The proposed hours of operation will be from 8:00 a.m. to 11:00 p.m., seven (7) days a week, and Condition No. 8 would be modified to reflect this change. Proposed weekday daytime activities will include youth summer camps, senior pickleball league, and typical school-aged team scrimmages, organized instruction, and practices. The applicant submitted a parking demand study produced and conducted by K2 Traffic Engineering, Inc. ("K2"), a professional firm with California licensed traffic engineers who provide traffic engineering and civil engineering design and consulting services. The K2 parking demand study was prepared in order to address projected parking demand and any potential impacts from the new weekday daytime hours of operation and activities.

MAP intends to host youth summer camps of basketball and volleyball sports with up to a maximum of 300 participants between 6 and 18 years of age. Additionally, the MAP plans to introduce adult pickleball league play to take place during off-peak weekday daytime hours between the hours of 9:00 a.m. to 4:00 p.m. The MAP proposes to expand its free carpool incentive program by adding 20 carpool spaces for a new total of 65 carpool spaces, as part of the "Green MAP Plan". The applicant is also proposing to introduce and utilize an overflow parking area, which is

currently an existing parking lot area on the eastern portion of the property separated by a fence and sliding gates. During any peak times and events, as necessary, the MAP will provide open access and use of this overflow lot, which provides an additional 78 parking spaces. The new proposed total of 269 parking spaces would represent a surplus of 113 parking spaces.

On June 18, 2020, the Planning Commission considered Conditional Use Permit No. CUP-339-11 (REV. 2020). In response to issues raised in public comments received by the City of Garden Grove prior to the June 18, 2020 Planning Commission meeting, the applicant prepared a Parking Management Plan ("PMP") to establish and implement mitigation measures to minimize potential on- and off-site impacts to surrounding properties. The PMP will be implemented during any high/peak demand periods, as necessary, and to ensure the operation does not cause a nuisance, hindrance, and/or problem with either on-site and/or off-site parking and/or circulation.

It was noted to the Planning Commission, that the Community and Economic Development Department, including the Traffic Engineering Division, have reviewed the Parking Management Plan submitted by the applicant and are supportive of the mitigation plan. Conditions of Approval have been incorporated into the Conditional Use Permit requiring implementation of the PMP. Out of abundance of caution, it should be noted, Condition No. 12 will continue to require that additional/new mitigation, as necessary, will be required, as part of a new or modified Parking Management Plan, subject to review and approval by the City, should any new issues arise in the future. All existing conditions of approval, as approved under CUP-339-11 (REV. 2014), along with any modified or new conditions of approval, as approved under CUP-339-11 (REV. 2020), will apply.

After careful consideration, the Planning Commission continued the item to the August 20, 2020 Planning Commission meeting, with the public hearing left open, to allow the applicant time to conduct a neighborhood meeting to garner feedback from nearby property owners and tenants. One letter of concern was submitted by Royden Fujimori of CC&R, and two (2) letters of concern were submitted by Spencer Hurtt of Container Supply Company ("CSC"). Two (2) letters in response to the public comments received were submitted by the applicant.

On August 5, 2020, the applicant held a neighborhood meeting at the MAP Sports Facility ("MAP"). Public notices were duly mailed prior to the neighborhood meeting to all property owners and tenants within a 300 radius of the subject property. The neighborhood meeting was held by the applicant to present the project details, to garner feedback from the attendees, and to answer any questions about the proposed project. One (1) person from the public (a representative of the Container Supply Company) was in attendance for the meeting. Questions and concerns raised by the attendee included, but were not limited to: potential liability exposure from MAP patrons crossing the Western Avenue street to, from, and/or near the Container Supply Company site; and vehicular stacking issues on Western Avenue after the project is approved.

FINDINGS AND REASONS:

Conditional Use Permit:

1. That the proposed use will be consistent with the City's adopted General Plan and redevelopment plan.

The proposed modifications to the approved plans and the Conditions of Approval for the existing indoor sports facility, MAP Sports Facility, approved under Conditional Use Permit No. CUP-339-11 (REV. 2014), will be consistent with the General Plan Land Use Designation of the property, which is Industrial/Residential Mixed Use 1, provided that the project complies with all conditions of approval, including effective implementation of the Parking Management Plan ("PMP") approved under CUP-339-11 (REV. 2020).

2. That the requested use at the location proposed will not adversely affect the health, peace, comfort, or welfare of the persons residing or working in the surrounding area.

The proposed modifications to the approved plans and the Conditions of Approval for the existing indoor sports facility, MAP Sports Facility, approved under Conditional Use Permit No. CUP-339-11 (REV. 2014), will not adversely affect the health, peace, comfort, or welfare of the persons residing or working in the surrounding area. The applicant's proposal includes an expansion of its carpool incentive program by increasing the number of carpool parking spaces from 45 to 65, to further promote carpooling and reduce parking demand. In addition, the applicant is also proposing to introduce and utilize an overflow parking area, which is currently an existing parking lot area on the eastern portion of the property separated by a fence and sliding gates. During any peak times and events, as necessary, the MAP will provide open access and use of this overflow lot, which provides an additional 78 parking spaces. Upon project completion, the MAP Sports Facility will provide 269 parking spaces, which is comprised of seven (7) ADA handicap accessible spaces, 184 standard spaces, and 78 overflow spaces. Under the original approval of Conditional Use Permit No. CUP-339-11, it was determined that a minimum of 156 parking spaces were required for the MAP – a parking rate of 2.43 parking spaces per 1,000 square feet. The new proposed total of 269 parking spaces would represent a surplus The additional overflow parking lot, along with the of 113 parking spaces. expanded carpool incentive program, will mitigate any potential on- and off-site parking issues. The conditions of approval, including effective implementation of the Parking Management Plan ("PMP") approved under CUP-339-11 (REV. 2020), will minimize potential impacts to the adjoining area. Provided the conditions of approval for the project are adhered to for the life of the project, the use will be harmonious with persons who work and live in the area.

3. The proposed use will not interfere with the use, enjoyment, or valuation of the property of other persons located in the vicinity of the site.

The proposed modifications to the approved plans and the Conditions of Approval for the existing indoor sports facility, MAP Sports Facility, approved under Conditional Use Permit No. CUP-339-11 (REV. 2014), will not unreasonably interfere with the use, enjoyment, or valuation of the property of other persons located within the vicinity of the site, provided that the conditions of approval are adhered to for the life of the project, and provided there is effective implementation of the Parking Management Plan ("PMP") approved under CUP-339-11 (REV. 2020).

The operation of the indoor sports facility will not interfere with the operation of the uses (e.g., industrial) in the surrounding area. The applicant's proposal includes an expansion of its carpool incentive program by increasing the number of carpool parking spaces from 45 to 65, to further promote carpooling and reduce parking demand. In addition, the applicant is also proposing to introduce and utilize an overflow parking area, which is currently an existing parking lot area on the eastern portion of the property separated by a fence and sliding gates. During any peak times and events, as necessary, the MAP will provide open access and use of this overflow lot, which provides an additional 78 parking Upon project completion, the MAP Sports Facility will provide 269 parking spaces, which is comprised of seven (7) ADA handicap accessible spaces, 184 standard spaces, and 78 overflow spaces. Under the original approval of Conditional Use Permit No. CUP-339-11, it was determined that a minimum of 156 parking spaces were required for the MAP - a parking rate of 2.43 parking spaces per 1,000 square feet. The new proposed total of 269 parking spaces would represent a surplus of 113 parking spaces. The additional overflow parking lot, along with the expanded carpool incentive program, will mitigate any potential on- and off-site parking issues.

The indoor sports facility is on a major street for ease of access and will not encumber smaller streets in the industrial area. In the project vicinity, public parking is conveniently available on Western Avenue and Anaconda Avenue. It is estimated that approximately 135 on-street public parking spaces are available on these nearby streets. On a weekend day, the parking demand study cited observations that as many as 102 cars parked on the street at peak. During the same period, only 41 pedestrians were observed walking to the MAP Sports Facility, indicating that not all cars parked on the nearby public streets were patrons of the MAP. It was determined that there was no apparent correlation between the number of walk-in patrons and the number of vehicles parked on nearby public streets. Generally, on-street parking in the surrounding industrial areas is abundantly available, especially on Friday evenings, weekends, and holidays (peak periods for the MAP). The proposed indoor sports facility will operate in a way that does not conflict with the regular permitted business operations in the area and therefore, will not unreasonably interfere with the use, enjoyment, or valuation of property of other persons located within the vicinity of the site. Additionally, the applicant has prepared a Parking Management Plan ("PMP") that establishes and implements mitigation measures to minimize potential on- and off-site impacts to surrounding properties. The PMP will be implemented during any high/peak demand periods, as necessary,

and to ensure the operation does not cause a nuisance, hindrance, and/or problem with either on-site and/or off-site parking and/or circulation.

4. The proposed use will not jeopardize, endanger, or otherwise constitute a menace to public health, safety, or general welfare.

Provided that the indoor sports facility use continues to adhere to the conditions of approval for the life of the project, and provided there is effective implementation of the Parking Management Plan ("PMP") approved under CUP-339-11 (REV. 2020), the proposed modifications to the approved plans and the Conditions of Approval for the existing indoor sports facility, MAP Sports Facility, approved under Conditional Use Permit No. CUP-339-11 (REV. 2014), will not jeopardize, endanger, or otherwise constitute a menace to public health, safety, or general welfare.

5. That the proposed site is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and other development features prescribed in this title or as is otherwise required in order to integrate such use with the uses in the surrounding area.

The proposed project proposes to modify the approved plans and the Conditions of Approval for the existing indoor sports facility, MAP Sports Facility, approved under Conditional Use Permit No. CUP-339-11 (REV. 2014). proposed additional floor area to the existing building. The applicant's proposal includes an expansion of its carpool incentive program by increasing the number of carpool parking spaces from 45 to 65, to further promote carpooling and reduce parking demand. In addition, the applicant is also proposing to introduce and utilize an overflow parking area, which is currently an existing parking lot area on the eastern portion of the property separated by a fence and sliding gates. During any peak times and events, as necessary, the MAP will provide open access and use of this overflow lot, which provides an additional 78 parking Upon project completion, the MAP Sports Facility will provide 269 parking spaces, which is comprised of seven (7) ADA handicap accessible spaces, 184 standard spaces, and 78 overflow spaces. Under the original approval of Conditional Use Permit No. CUP-339-11, it was determined that a minimum of 156 parking spaces were required for the MAP - a parking rate of 2.43 parking spaces per 1,000 square feet. The new proposed total of 269 parking spaces would represent a surplus of 113 parking spaces. The additional overflow parking lot, along with the expanded carpool incentive program, will mitigate any potential on- and off-site parking issues. The existing site is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and other development features, in order to continue integration of the existing indoor sports facility use with the uses in the Additionally, the applicant has prepared a Parking surrounding area. Management Plan ("PMP") that establishes and implements mitigation measures to minimize potential on- and off-site impacts to surrounding properties. The PMP will be implemented during any high/peak demand periods, as necessary,

and to ensure the operation does not cause a nuisance, hindrance, and/or problem with either on-site and/or off-site parking and/or circulation.

6. The proposed site is adequately served by highways or streets of sufficient width and improved as necessary to carry the kind and quantity of traffic to be generated, and by other public or private service facilities as required.

The proposed project only proposes to modify the approved plans and the Conditions of Approval for the existing indoor sports facility, MAP Sports Facility, approved under Conditional Use Permit No. CUP-339-11 (REV. 2014). The existing site is adequately served by highways and streets.

INCORPORATION OF FACTS AND REASONS SET FORTH IN STAFF REPORT

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

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

- 1. The Conditional Use Permit possesses characteristics that would indicate justification of the request in accordance with Municipal Code Section 9.32.030.
- 2. In order to fulfill the purpose and intent of the Municipal Code and thereby promote the health, safety, and general welfare, the attached Revised Conditions of Approval (Exhibit "A") shall apply to Conditional Use Permit No. CUP-339-11 (REV. 2020). All existing conditions of approval, as approved under CUP-339-11 (REV. 2014), along with any modified or new conditions of approval, as approved under CUP-339-11 (REV. 2020) will apply.

Adopted this 20th day of August 2020

| ATTEST: | /s/ <u>JEREMY LEHMAN</u>
CHAIR |
|---|-----------------------------------|
| /s/ <u>JUDITH MOORE</u>
RECORDING SECRETARY | CHAIN |
| STATE OF CALIFORNIA) COUNTY OF ORANGE) SS: CITY OF GARDEN GROVE) | |

I, JUDITH MOORE, Secretary of the City of Garden Grove Planning Commission, do hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Garden Grove, California, at a meeting held on August 20, 2020, by the following vote:

AYES: COMMISSIONERS: (5) LE, LEHMAN, LINDSAY, PEREZ, SOEFFNER

NOES: COMMISSIONERS: (0) NONE ABSENT: COMMISSIONERS: (1) RAMIREZ

/s/ <u>JUDITH MOORE</u> RECORDING SECRETARY

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

A decision becomes final if it is not timely appealed to the City Council. Appeal deadline is September 10, 2020.

EXHIBIT "A"

Conditional Use Permit No. CUP-339-11 (REV. 2014)(REV. 2020)

12552 Western Avenue

REVISED CONDITIONS OF APPROVAL

(New text in <u>underline</u> and deleted text in <u>strikethrough</u>):

General Conditions

- The applicant and each owner of the property shall execute, and the applicant 1. shall record against the subject property a "Notice of Agreement with Conditions of Approval and Discretionary Permit of Approval," as prepared by the City Attorney's Office. Proof of such recordation is required within 30 days of this approval. All Conditions of Approval set forth herein shall be binding on and enforceable against each of the following, and whenever used herein, the term "applicant" shall mean and refer to each of the following: the project applicant, The Map Sports Facility, the developer of the project, the owner(s) and tenants(s) of the property, and each of their respective successors and assigns. All conditions of approval are required to be adhered to for the life of the project, regardless of property ownership. Any changes of the Conditions of Approval require approval by the Planning Commission 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. All conditions of approval are required to be adhered to for the life of the project, regardless of property ownership. Any changes of the conditions of approval require approval by the Planning Commission.
- 2. Approval of this Conditional Use Permit 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 of licenses required to conduct the use, in compliance with all applicable laws. The approval of CUP-339-11 (REV. 2014) shall be contingent upon City Council approval of Amendment No. A -009-2014.
- 3. Minor modifications to the <u>floor_approved_plans</u> or these Conditions of Approval may be approved by the Community <u>and Economic_Development Director</u>, in his or her discretion. Proposed modifications to the floor plan or to these Conditions of Approval determined by the Community <u>and Economic_Development Director</u> not to be minor in nature shall be subject to approval of new and/or amended land use entitlements by the applicable City hearing body.

- 4. The approved <u>site plan</u>, floor plan and the use of the subject property as represented by the Applicant are integral parts of the decision approving this Conditional Use Permit. If major modifications are made to the approved floor plan, site plan, or other related changes that result in the intensification of the project/approved use or create impacts that have not been previously addressed, the proper entitlements shall be obtained reflecting such changes.
- 5. All conditions of approval shall be implemented at the applicant's expense, except where specified in the individual condition.

<u>Public Works – Environmental Services Division</u>

- 6. For any demolition work performed on the site, the processing of all material shall be performed in accordance with local rules and regulations. Garden Grove Disposal shall provide waste containers for demolition materials in accordance with their exclusive franchise agreement with the City of Garden Grove.
- 5.7. Applicant shall reserve an area for a Municipal Solid Waste (MSW) container, recycling container, and organics recycling container (3 cubic feet and 3 separate containers total).

Building Services and Safety Division

6.8. To operate the proposed "indoor sports facility" on the site, the building improvements including occupancy load shall comply with the California Building Standards Code for the new use including but not limited to: disabled access, minimum plumbing fixtures, and an exit system. All other improvements necessary for improving the site and interior shall also comply with all provisions of the California Building Code.

Community and Economic Development Department

- 7.9. There shall be no additional changes in the design of the floor plan without the approval of the Community <u>and Economic</u> Development Department, Planning Division. Any additional changes in the approved floor plan, which has the effect of expanding or intensifying or changing the present use, shall require the applicant/business owner to obtain the proper entitlements.
- 8.10. At the sports facility site, all practicing and playing of sports shall occur within the building. Hours of operation shall be 5:00 p.m.8:00 a.m. to 10:00

p.m.<u>11:00 p.m.</u>, Monday through Friday and 8:00 a.m. to 10:00 p.m. Saturday and Sundayseven (7) days a week. All games shall be scheduled with a thirty-minute interval between them to allow time for one set of team members to leave the facility before the next teams arrive and therefore, not double the parking demand.

- There shall be no tournaments, competitions, or other special events that draw spectators. To add tournaments and other such events to the approved business operation, the business owners shall provide a revised parking study and an operational plan to address the increased demand for parking, security, and/or issues or impacts created by such events. For regularly occurring tournaments or events the applicant shall submit for approval by the Community and Economic Development Department a request to allow for such and be applied on an event by event basis. The applicant can apply for a Special Event permit for a tournament/event that is a one-time addition. In both cases the submittal and approval of a revised parking study and operational plan by the Community and Economic Development Department is required. To engage in a tournament/event, the business owner shall submit plans for review and approval by the Community and Economic Development Department a minimum of 30 days prior to the tournament/event.
- 11.
 10. A new main entrance to the indoor sports facility shall be constructed on the Western Avenue elevation of the building to provide clear direction and to provide a path for wheelchair access between the sidewalk and the facility.

The new entrance shall be included in the building permit for the tenant improvements to construct the indoor courts.

11.12. The applicant/property owner shall maintain a minimum of 191–269 parking spaces on the site (184 standard parking spaces, 7 ADA accessible parking spaces, and 78 overflow parking spaces), per the submitted site plan for CUP-339-11 (REV. 2014)(REV. 2020), that are available to participants at the indoor sports facility. In addition, the applicant shall implement a carpool incentive plan, (the "Green Map Plan") which will allow at least forty-fivesixty-five (45)(65) vehicles carpooling with four (4) or more occupants per vehicle to park on-site for free. The carpool incentive plan is meant to encourage patrons to carpool to the indoor sports facility. The carpool incentive plan shall be in effect and implemented at all times. The overflow parking area, (of 78 parking spaces), shall be made available to patrons of the indoor sports facility, during any peak times and events, as necessary.

Due to the nature of the operation of an indoor sports facility with variables in user demand there is the possibility that parking issues may arise. In the event, the site cannot accommodate the parking demand at any given time which causes a nuisance, hindrance, and/or problem with both either on-site and and/or off-site parking and/or circulation, the business owner/property owner shall devise and implement a plan to relieve the situation. On-site circulation problems refer to parking along designated "red-curb" area, blocking fire lanes, blocking regular drive aisles/double parking and reducing or blocking entrances or exits.

The business owner/property owner shall submit a plan, prepared by a licensed traffic engineer, to manage parking issues for review and approval by the Community and Economic Development Department. The plan may include, but not be limited to: reducing the hours of operation, limiting the number of courts in use at one time, limiting the number of attendees per tournament or other special event, instituting an off-site parking arrangement; having on-site parking control personnel; and/or other actions that may be deemed applicable to the situation.

If the City's Community and Economic Development Director deems such action is necessary to address parking and/or circulation problems, such action shall be implemented within 30 days of written notice. Failure to take appropriate action shall be deemed a violation of these Conditions of Approval and may result in the City restricting the overall use of the facility or revocation of this Conditional Use Permit.

- 12.13. A prominent, permanent sign stating "NO LOITERING IS ALLOWED ON OR IN FRONT OF THE PREMISES" shall be posted in a place that is clearly visible to patrons of the licensee. The sign lettering shall be four (4) to six (6) inches high with black letters on a white background. The sign shall be displayed near or at the entrance of the establishment, and shall also be visible to the public.
- 13.14. All rear doors shall be kept closed at all times, except to permit employee ingress and egress, and in emergencies.
- 14.15. There shall be no gaming tables or gaming machines, as outlined in City Code Sections 8.20.010 and 8.20.050, on the premises.
- 15.16. There shall be no uses or activities permitted of an adult-oriented nature as outlined in City Code Section 9.08.070.

Conditions of Approval

- 16.17. There shall be no customers or patrons in or about the premises when the establishment is closed.
- 17.18. In the event security problems occur, and at the request of the Police Department, the applicant/business owner, at his/her own expense, shall provide a California licensed, uniformed security guard(s) on the premises during such hours as requested by the Police Department.
- 18.19. New lighting Lighting shall be added to highlight the main entries into the indoor sports facilities and to provide adequate lighting for the all new and existing parking areas. All lighting structures shall be placed and maintained so as to confine direct rays to the subject property. Lighting levels shall be maintained at a minimum of two foot-candles during hours of operation and a minimum of one foot-candle all other hours of darkness.
- 19.20. Graffiti shall be removed from the premises, and all parking lots under the control of business owner(s) and/or property owner, within 120 hours upon notification/application. Additionally, the applicant/owner shall remove all USA markings from the public right-of-way upon completion of any construction.
- 20.21.Litter shall be removed daily from the premises, including adjacent public sidewalks, and from all parking areas under the control of the licensee. These areas shall be swept or cleaned, either mechanically or manually, on a weekly basis, to control debris.
- 21.22.All trash bins shall be kept inside the trash enclosure(s), and gates closed at all times, except during disposal and pick-up. The applicant shall provide sufficient trash bins and pick-up to accommodate the site. Trash pick-up shall be at least once per weekThe applicant/business owner shall submit a revised site plan showing the location of a trash enclosure for approval by the Community Development Department. The applicant/business owner shall be responsible for the construction of a trash enclosure on the site and coordinating with the Garden Grove Sanitary District and their contractor the specifics such as trash pick-up times, number and types of trash receptacles, and locations of the trash enclosures. All trash bins shall be kept inside the trash enclosure, and gates closed at all times, except during disposal and pick-up. Graffiti shall be removed from the premises, and all parking lots under the control of the licensee and/or the property owner, within 120 hours upon notification/application.

Exhibit "A"

Conditional Use Permit No. CUP-339-11 (REV. 2014) (REV. 2020)

Conditions of Approval

- 22.23. The applicant is advised that the establishment is subject to the provisions of State Labor Code Section 6404.5 (ref: State Law AB 13), which prohibits smoking inside the establishment as of January 1, 1995.
- 23.24. No roof-mounted mechanical equipment shall be permitted unless a method of screening complementary to the architecture of the building is approved by the Community and Economic Development Department, Planning Division. Said screening shall block visibility of any roof-mounted mechanical equipment from view of public streets and surrounding properties.
- 24.25. No satellite dish antennas shall be installed on said premises unless, and until, plans have been submitted to and approved by the Community and Economic Development Department, Planning Division. No advertising material shall be placed thereon.
- 25.26. Permits from the City of Garden Grove shall be obtained prior to displaying any temporary advertising (i.e., banners).
- The applicant/business owner(s) shall submit a sign plan for review and approval by the Community Development Department showing the locations and design for new signs identifying the sports facility and any other directional signs to make the circulation, parking, and loading on the site clear. The applicant/business owner(s) are responsible for obtaining a sign permit and installing the signs prior to beginning operation of the indoor sports facility. Any modifications to existing signs or the installation of new signs shall require approval by the Community Development Department, Planning Services Division prior to issuance of a building permit.
- 27. Signs shall comply with the City of Garden Grove sign requirements. No more than 15% of the total window area and clear doors shall bear advertising or signs of any sort. Signing for the development shall be consistent with <a href="mailto:theta:th
- 28. A copy of the Resolution and the Conditions of Approval for Conditional Use Permit No. CUP-339-11 (REV. 2014)(REV. 2020) shall be kept on the premises at all times.
- 29. The applicant and business owner shall submit a signed letter acknowledging receipt of the resolution approving Conditional Use Permit No. CUP-339-11

Page 6

(REV. 2014)(REV. 2020), and his/her agreement with all conditions of the approval.

- 30. This Conditional Use Permit may be called for review by City Staff, the City Council, or the Planning Commission for any reason, including if noise or other complaints are filed and verified as valid by the Code Enforcement office or other city department concerning the violation of approved conditions, the Garden Grove Municipal Code, or any other applicable provisions of law. The City at its discretion may review Conditional Use Permit No. CUP-339-11 (REV. 2014) every year order to determine if the business is operating in compliance with the conditions of approval and if further administrative review is required.
- 31. All existing conditions of approval, as approved under CUP-339-11 (REV. 2014), along with any modified or new conditions of approval, as approved under CUP-339-11 (REV. 2020) will apply. Any Conditional Use Permit previously governing this tenant space shall become null and void, and superseded in its entirety, by approval of CUP-339-11 (REV. 2014).
- 32. 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 Amendment No. A-162-11, Conditional Use Permit No. CUP-339-11, and Conditional Use Permit No. CUP-339-11 (REV. 2014)(REV. 2020). The applicant shall pay the City's defense costs, including attorney fees and all 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 challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein.
- 33. Provided the provisions set for in Condition No. 11 and all applicable Building and Fire Code provisions are complied with, t_The maximum allowable occupancy for the indoor sports facility use shall be limited to a maximum of 516 occupants. This number shall be clearly posted in a conspicuous place within the establishment at all times. The Community_and Economic Development Director may direct the applicant to further limit the maximum permitted occupancy if determined to be necessary to comply with applicable Building or Fire Codes and/or to mitigate demonstrated significant adverse

impacts on neighboring uses due to insufficient on-site parking availability or use.

- 34. The indoor snack bar shall provide only pre-packaged foods (i.e., candy bars, chips, popcorn), fountain drinks, bottled drinks, hot dogs, pizza, nachos, pastries, and any other similar items that do not require cooking. The hours of operation of the snack bar will be from 5:00 p.m.8:00 a.m. to 10:00 p.m.11:00 p.m., Monday through Friday, and 8:00 a.m. to 9:00 p.m., Saturday and Sundayseven (7) days a week. The indoor snack bar shall be incidental to the main indoor sports facility use.
- 35. The indoor merchandise store shall sell only items related to the indoor sports facility use such as: clothing, shoes, training equipment, basketballs, backpacks, and socks. The hours of operation of the merchandise store will be from 8:00 a.m. to 9:00 p.m.11:00 p.m., Saturday and Sundayseven (7) days a week. The indoor merchandise store shall be incidental to the main indoor sports facility use.
- 36. If not already existing <code>\Pi_the</code> applicant/operator shall install bike racks on-site to accommodate a minimum of sixteen (16) bicycles. Final location and placement of the new bike racks shall be subject to the review and approval by the Community <code>and Economic</code> Development Department.
- 37. Any violations or noncompliance with the conditions of approval may result in the issuance of an Administrative Citation up to \$1,000 pursuant to GGMC 1.22.010(a).
- 38. Unless a time extension is granted pursuant to Section 9.32.030.D.9 of Title 9 of the Municipal Code, the use authorized by this approval of Conditional Use Permit No. CUP-339-11 (REV. 2020) shall become null and void, and the use shall revert back and be subject to Conditional Use Permit No. CUP-339-11 (REV. 2014), if the subject use or construction necessary and incidental thereto is not commenced within one (1) year of the expiration of the appeal period and thereafter diligently advanced until completion of the project.
- 39. The applicant shall not impose a parking fee to patrons of the indoor sports facility during off-peak periods and during weekday daytime hours between 8:00 a.m. to 5:00 p.m.
- 40. Permitted activities of the indoor sports facility operation shall be limited to the following:

- a. During off-peak/daytime weekday hours of operation, Monday through Friday between 8:00 a.m. to 5:00 p.m., permitted activities include: youth summer camps (not to exceed 300 participants at any one time) relating to volleyball and basketball sports; senior pickleball league play (not to exceed 8 courts and 32 participants, at any one time); and typical organized instruction, practices, and league play relating to volleyball and basketball sports.
- b. During off-peak/nighttime weekday hours of operation, Monday through Thursday between 5:00 p.m. to 11:00 p.m., permitted activities include: senior pickleball league play (not to exceed 8 courts and 32 participants, at any one time); and typical organized instruction, practices, and league play relating to volleyball and basketball sports.
- c. During peak weekend hours of operation, Friday evenings between 5:00 p.m. to 11:00 p.m., and Saturday, and Sunday, between 8:00 a.m. to 11:00 p.m., permitted activities include typical organized instruction, practices, and league play relating to volleyball and basketball sports.
- 41. The Parking Management Plan ("PMP") approved under Conditional Use Permit No. CUP-339-11 (REV. 2020) shall be implemented during any high/peak demand periods, as necessary, and to ensure the indoor sports facility operation does not cause a nuisance, hindrance, and/or problem with either on-site and/or off-site parking and/or circulation. The PMP shall implement the following mitigation measures:
 - a. Implement an on-site two-lane vehicular queuing area, with parking attendant(s) directing drivers, for capacity of at least twenty (20) vehicles, to eliminate on-street vehicular queuing/stacking on Western Avenue;
 - b. Locate the portable parking fee collection kiosk in the center of the property, to allow adequate vehicular queuing space (for twenty (20) vehicles) to eliminate on-street vehicular queuing/stacking on Western Avenue;
 - c. Implement a designated drop-off zone with queuing capacity of at least six (6) vehicles;
 - d. Utilization of parking attendant(s) and adequate signage, as necessary, at nearby sites to prevent patrons, of the MAP Sports Facility, from unauthorized parking on off-site private lots; and

Exhibit "A" Page 10 Conditional Use Permit No. CUP-339-11 (REV. 2014) (REV. 2020)

Conditions of Approval

e. Control vehicular access entering and exiting the site to ensure effective on-site vehicular circulation (i.e., preventing vehicular ingress from Lampson Avenue or from the northerly driveway approach off Western Avenue).

36.42.In order to determine if the indoor sports facility business has been operating in compliance with these Conditions of Approval, Conditional Use Permit No. CUP-339-11 (REV. 2020) shall be reviewed by the Planning Commission six (6) months after its effective date.

---- Forwarded Message -----

From: "Scott McGuire" <smcguire45@outlook.com>

To: "info" <info@ggcity.org>

Sent: Friday, August 7, 2020 11:40:55 AM

Subject: Taps Sports Permit # cup-339-11

Regarding renewal for Maps sports faculty I believe that we need to allow Kids and adults the

opportunity to get out of their homes and get some exercise.

I vote to renew the License

Sent from Mailhttps://go.microsoft.com/fwlink/?LinkId=550986 for Windows 10

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT PLANNING STAFF REPORT

| AGENDA ITEM NO.: | SITE LOCATION: Southeast corner of |
|---|--|
| C.1. | the intersection of Western Avenue and |
| | Lampson Avenue, at 12552 Western |
| | Avenue |
| HEARING DATE: June 4, 2020 | GENERAL PLAN: Industrial/Residential |
| | Mixed Use 1 |
| CASE NO.: Conditional Use Permit No. | ZONE: M-P (Industrial Park) |
| CUP-339-11 (REV. 2020) | |
| APPLICANT: The Map Sports Facility | CEQA DETERMINATION: Exempt |
| PROPERTY OWNER: SDL Warner LLC | APN: 215-032-01 |
| (Attn: Tracey Barton) | |

REQUEST:

A request to modify the approved plans and Conditions of Approval, under Conditional Use Permit No. CUP-339-11 (REV. 2014), for an existing indoor sports facility, MAP Sports Facility, located at 12552 Western Avenue (Assessor's Parcel No. 215-032-01), to expand the hours of operation allowing daytime weekday business hours and activities, and to expand the existing parking lot to provide additional parking spaces.

DISCUSSION:

At the April 16, 2020 Planning Commission meeting, and pursuant to a request submitted by the applicant, the Planning Commission continued Conditional Use Permit No. CUP-339-11 (REV. 2020) to the June 4, 2020 Planning Commission meeting, with the public hearing open, in order to allow additional time for the applicant to address certain issues that were raised from public comments received by the City of Garden Grove. For reference, the Planning Commission Staff Report dated April 16, 2020, has been attached.

Subsequently, and in response to those issues raised in public comments received by the City of Garden Grove, the applicant has prepared a Parking Management Plan ("PMP") to establish and implement mitigation measures to minimize potential on- and off-site impacts to surrounding properties. The PMP will be implemented during any high/peak demand periods, as necessary, and to ensure the operation does not cause a nuisance, hindrance, and/or problem with either on-site and/or off-site parking and/or circulation. Most notably, the PMP establishes a plan to implement the following measures:

 Implement an on-site two-lane vehicular queuing area, with parking attendant(s) directing drivers, for capacity of up to twenty (20) vehicles, to eliminate on-street vehicular queuing/stacking on Western Avenue; CASE NO. CUP-339-11 (REV. 2020)

- Relocate the portable parking fee collection kiosk, from its current location near the front of the southwesterly driveway approach, pushed further into the center of the property, to allow adequate vehicular queuing space to eliminate on-street vehicular queuing/stacking on Western Avenue;
- Create a designated drop-off zone with queuing capacity of approximately six
 (6) vehicles;
- Place parking attendant(s) and adequate signage, as necessary, at nearby sites to prevent patrons of the MAP Sports Facility, from unauthorized parking on off-site private lots; and
- Control vehicular access entering and exiting the site to ensure effective on-site vehicular circulation (i.e., preventing vehicular ingress from Lampson Avenue or from the northerly driveway approach off Western Avenue).

The Community and Economic Development Department, including the Traffic Engineering Division, have reviewed the Parking Management Plan submitted by the applicant and are supportive of the mitigation plan. Conditions of Approval have been incorporated into the Conditional Use Permit requiring implementation of the PMP. Out of abundance of caution, it should be noted, Condition No. 12 will continue to require that additional/new mitigation, as necessary, will be required, as part of a new or modified Parking Management Plan, subject to review and approval by the City, should any new issues arise in the future. All existing conditions of approval, as approved under CUP-339-11 (REV. 2014), along with any modified or new conditions of approval, as approved under CUP-339-11 (REV. 2020), will apply.

RECOMMENDATION:

Staff recommends that the Planning Commission take the following action:

1. Adopt the attached Resolution approving Conditional Use Permit No. CUP-339-11 (REV. 2020), subject to the recommended Revised Conditions of Approval.

Lee Marino Planning Services Manager

Chris Chung Urban Planner

Attachment 1: Parking Management Plan Exhibit

Attachment 2: Planning Commission Staff Report dated April 16, 2020 and Parking Demand Study Attachment 3: Planning Commission Continuance Staff Report dated April 16, 2020, Applicant

Request for Continuance, and Public Comments Letters Received

Attachment 4: Planning Commission Resolution No. 5982-20

Attachment 5: Exhibit "A" Conditions of Approval

Attachment 6: Applicant Response Letter dated May 22, 2020

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT PLANNING STAFF REPORT

| AGENDA ITEM NO.:
C.1. | SITE LOCATION: Southeast corner of the intersection of Western Avenue and Lampson Avenue, at 12552 Western Avenue |
|---|--|
| HEARING DATE: August 20, 2020 | GENERAL PLAN: Industrial/Residential Mixed Use 1 |
| CASE NO.: Conditional Use Permit No. CUP-339-11 (REV. 2020) | ZONE: M-P (Industrial Park) |
| APPLICANT: The Map Sports Facility | CEQA DETERMINATION: Exempt |
| PROPERTY OWNER: SDL Warner LLC (Attn: Tracey Barton) | APN: 251-032-01 |

REQUEST:

A request to modify the approved plans and Conditions of Approval, under Conditional Use Permit No. CUP-339-11 (REV. 2014), for an existing indoor sports facility, MAP Sports Facility, located at 12552 Western Avenue (Assessor's Parcel No. 215-032-01), to expand the hours of operation allowing daytime weekday business hours and activities and to expand the existing parking lot to provide additional parking spaces.

DISCUSSION:

On June 18, 2020, the Planning Commission considered Conditional Use Permit No. CUP-339-11 (REV. 2020). In response to issues raised in public comments received by the City of Garden Grove prior to the June 18, 2020 Planning Commission meeting, the applicant prepared a Parking Management Plan ("PMP") to establish and implement mitigation measures to minimize potential on- and off-site impacts to surrounding properties. The PMP will be implemented during any high/peak demand periods, as necessary, and to ensure the operation does not cause a nuisance, hindrance, and/or problem with either on-site and/or off-site parking and/or circulation. Most notably, the PMP establishes a plan to implement the following measures:

- Implement an on-site two-lane vehicular queuing area, with parking attendant(s) directing drivers, for capacity of up to twenty (20) vehicles, to eliminate on-street vehicular queuing/stacking on Western Avenue;
- Relocate the portable parking fee collection kiosk, from its current location near the front of the southwesterly driveway approach, pushed further into the center of the property, to allow adequate vehicular queuing space to eliminate on-street vehicular queuing/stacking on Western Avenue;
- Create a designated drop-off zone with queuing capacity of approximately six
 (6) vehicles;

 Page 252 of 312

CASE NO. CUP-339-11 (REV. 2020)

- Place parking attendant(s) and adequate signage, as necessary, at nearby sites to prevent patrons of the MAP Sports Facility, from unauthorized parking on off-site private lots; and
- Control vehicular access entering and exiting the site to ensure effective on-site vehicular circulation (i.e., preventing vehicular ingress from Lampson Avenue or from the northerly driveway approach off Western Avenue).

It was noted to the Planning Commission, that the Community and Economic Development Department, including the Traffic Engineering Division, have reviewed the Parking Management Plan submitted by the applicant and are supportive of the mitigation plan. Conditions of Approval have been incorporated into the Conditional Use Permit requiring implementation of the PMP. Out of abundance of caution, it should be noted, Condition No. 12 will continue to require that additional/new mitigation, as necessary, will be required, as part of a new or modified Parking Management Plan, subject to review and approval by the City, should any new issues arise in the future. All existing conditions of approval, as approved under CUP-339-11 (REV. 2014), along with any modified or new conditions of approval, as approved under CUP-339-11 (REV. 2020), will apply.

After careful consideration, the Planning Commission continued the item to the August 20, 2020 Planning Commission meeting, with the public hearing left open, to allow the applicant time to conduct a neighborhood meeting to garner feedback from nearby property owners and tenants. One letter of concern was submitted by Royden Fujimori of CC&R, and two (2) letters of concern were submitted by Spencer Hurtt of Container Supply Company ("CSC"). Two (2) letters in response to the public comments received were submitted by the applicant.

On August 5, 2020, the applicant held a neighborhood meeting at the MAP Sports Facility ("MAP"). Public notices were duly mailed prior to the neighborhood meeting to all property owners and tenants within a 300 radius of the subject property. The neighborhood meeting was held by the applicant to present the project details, to garner feedback from the attendees, and to answer any questions about the proposed project. One (1) person from the public (a representative of the Container Supply Company) was in attendance for the meeting. Questions and concerns raised by the attendee included, but were not limited to: potential liability exposure from MAP patrons crossing the Western Avenue street to, from, and/or near the Container Supply Company site; and vehicular stacking issues on Western Avenue after the project is approved.

Copies of all prior public and applicant comments received, along with prior staff reports/documents are attached for reference.

CASE NO. CUP-339-11 (REV. 2020)

RECOMMENDATION:

Staff recommends that the Planning Commission take the following action:

1. Conduct a public hearing and adopt the attached Resolution approving Conditional Use Permit No. CUP-339-11 (REV. 2020), subject to the recommended Revised Conditions of Approval.

Lee Marino Planning Services Manager

Chris Chung Urban Planner

Attachment 1: Parking Management Plan Exhibit

Attachment 2: Planning Commission Staff Report dated April 16, 2020 and Parking Demand Study Attachment 3: Planning Commission Continuance Staff Report dated April 16, 2020, Applicant

Request for Continuance, and Public Comments Letters Received

Attachment 4: Applicant Response Letter dated May 22, 2020
Attachment 5: CSC Public Comment Letter dated June 16, 2020
Attachment 6: Applicant Response Letter dated June 17, 2020

Attachment 7: Applicant Letter to the Planning Commission dated June 23, 2020

Attachment 8: Planning Commission Resolution No. 5982-20 Attachment 9: Exhibit "A" Revised Conditions of Approval Attachment 10: Public Comment Letter dated August 7, 2020

APPEAL REQUEST FOR CITY COUNCIL OR PLANNING COMMISSION PUBLIC HEARING

TO: City Clerk's Office, City of Garden Grove 11222 Acacia Parkway, Garden Grove, CA 92840 (714) 741-5040

Pursuant to Section 9.32.110 of the Municipal Code, I hereby appeal the decision of the **Planning Commission / Zoning Administrator** in Case No. <u>CUP-339-11 (REV. 2020)</u>, and petition the **City Council / Planning Commission** for a Public Hearing to consider **approving / denying / modifying** the subject application for the following reasons:

| Please see the attached letter. | | | | |
|-----------------------------------|-----------|--------------------------|--------------|-------------------------|
| - | | | REC | EIVEL |
| | | Applet trial | | |
| | | | SEP | 0 9 2020 |
| | - 7 | | BY: 4 | z Vasquez |
| | 75.17 | | Deputy | 2 Vasquez
Lity Ulerk |
| 1 | | P 1 | | |
| | PLACE | 10.55 | F 70 0 0 | 1 |
| | 1 7 101 | en Q | 161 | |
| | | | | |
| | | | | |
| | | | | |
| | 11 | | | |
| 9/9/2020 | De | | | |
| Date: September 8, 2020 | | e reverse): \$100.00 | | |
| Appellant: Container Supply Compa | any, Inc. | | | |
| Address: 12571 Western Avenue | | | | |
| City & ZIP: Garden Grove 92841 | | Phone No.: <u>714-</u> 8 | 92-8321 x140 | |

Rev. 06/27/2011

TITLE 9 APPEALS

SECTION 9.32.110 PURPOSE

The purpose of an appeal of a Hearing Body decision is to allow an applicant or an interested party of a land use action who feels aggrieved by the decision to seek review of the case by another imported hearing body.

SECTION 9.32.120 TIME FOR APPEAL

A decision of a Hearing Body on a land use action may be appealed by the applicant or an individual within twenty-one (21) days of the date on which the decision was rendered.

SECTION 9.32.130 FILING OF AN APPEAL

All appeals shall be submitted to the City Clerk on a City application form along with all applicable fees and shall specifically state the basis for the appeal.

SECTION 9.32.140 NOTICE OF AN APPEAL

Notice of an appeal hearing shall conform to the manner in which the original notice was given, as described in Section 9.32.040-100 of this Chapter.

SECTION 9.32.150 APPEAL HEARING/DECISION

- A. The hearing and decision procedures of an appeal shall be in accordance with 9.32.040-100 of this Chapter.
- B. Any modification of a land use action that was appealed by City Council shall be returned to the City Council for review.

| Appeal Fee | * |
|--------------------------|-------|
| General Plan Amendment | \$350 |
| Amendment | \$350 |
| Site Plan Amendment | \$350 |
| Site Plan | \$350 |
| Variance | \$350 |
| Conditional Use Permit | \$480 |
| Unclassified Use Permit | \$350 |
| Planned Unit Development | \$350 |

^{*}Tenants/Owners/Residents within legal notification area (300 feet) the appeal fee is \$100.00.

Rev. 06/27/2011



September 9, 2020

Ms. Teresa Pomeroy City Clerk City of Garden Grove 11222 Acacia Parkway Garden Grove, CA. 92840

Dear Ms. Pomeroy:

The expansion of operating hours for The MAP to be concurrent to operating hours of industrial users in the area goes against the very argument that was used to allow for The MAP to be issued its original conditional use permit.

The original CUP incorporated an amendment to Title 9 to allow a new use, an "Indoor Sports Facility," in the M-P (Industrial Park) Zone, subject to a Conditional Use Permit. The amendment was predicated on the fact that indoor sports facility uses will not operate at the same time as regular business hours; rather the uses will operate afterhours on weekday evening and on the weekends. This measure to limit the operating hours was placed in order to mitigate conflicting operations and to ensure that children were not present in an industrial zone while industrial businesses were in their prime operating hours.

The expansion of operating hours to run concurrent with industrial users goes against the supporting arguments that were used to approve the original CUP.

Furthermore, the original CUP incorporated a modification to Title 9, Chapter 4, Subsection C.9 to include the following definition: "Indoor Sports Facility" means an indoor space used by teams to practice sports or engage in league/club play most often during weekday evening and weekend days. The very reasoning for adding the language to limit Indoor Sports Facility to weekday evenings and weekend days was to ensure that non-industrial uses would not conflict with industrial uses in an industrial zone.

Section 9.16.020.050: Special Operating Conditions and Development Standards was also modified to add specific standards for an "Indoor Sports Facility." At no time shall an indoor sports facility impede the normal functions of the permitted uses in the zone in which it is located. In point of fact, CSC has filed numerous complaints with Code



Enforcement on weekdays during our normal operating hours of business when The MAP was concurrently operating, wherein our normal functions were impeded upon.

Trying to be good neighbors, the number of complaints we filed were not as frequent as the number of times that we witnessed cars lined up on Western Avenue waiting to enter the facility during our normal operating hours, the number of times The MAP patrons have parked on our facility and ran across the street to avoid being charged the parking toll more frequently than we care to remember. When we confront The MAP patrons who park in our parking lot or use our shipping area as drop off points, most often, we are met with disregard for private property. We have all but given up until this CUP was brought to our attention to extend the operating hours. We were not aware of the permitted hours of operation under the CUP, but had we known, we would have likely made more calls to the City. Their violations of operating hours were not brought to our attention until we received notice from the City that The Map was applying for extended hours. Their use of the facility during concurrent hours of our operation were so frequent, we assumed they had permission to operate concurrently.

The MAP cites one incident where CSC allowed a few of its employees to park on site on a weekend to attend a game at The MAP. This was one incident that we have voluntarily owned and they make attempts to blanket all weekend parkers as CSC employees. Nothing can be further from the truth.

Allowing for expansion of hours would create a dangerous situation for surrounding businesses. Truck drivers on Western Avenue understand that this is an industrial zone and do not expect children to dart into the street. It has happened and will continue to happen.

Now that we know the permitted hours of operation, it is clear The MAP has consistently violated its original CUP. Their permitted operating hours have been ignored for a long period of time. According to The MAP's Facebook advertisements dated September 22, 2015 and July 6, 2018, The MAP was in violation of its own CUP, as they hosted tournaments starting from 8 am on weekdays. Commissioner Lindsay attested on June 18, 2020 that their posted hours of operation on their front door were in violation of the allowed operating hours. The MAP countered that this was due to the hardship posed by COVID-19 and that the hours inconsistent with permitted hours were for soft openings. This is a false statement. They have been operating in violation of their permitted hours for a long period of time, well before the advent of COVID. The wear and tear of the signage that stated hours of operations as Mon – Fri 9am – 11pm, as witnessed by Commissioner Lindsay ("The stickers on the window did not appear to be very new") as well as our observation being immediately across the street, will attest



to its long standing violation of operating hours. Another commissioner texted his wife during the hearing and asked her what time she normally takes their child to The MAP on weekdays and she responded 4:30, a time that was not permitted. When he asked if there were teams playing before she arrived, she responded, yes. It was further stated that this was the case for the last two years. Finally, an audit of their reservation schedule would bear witness to the falsehood of the statement that their early openings were for soft opening purposes or were COVID related.

When responding to why they were in violation of the granted CUP, the owner of The MAP, Marty Walker, stated, "We had a small hiccup. We've been closed for three months... We had some private schools that needed assistance since Next Level closed in mid and late afternoon, and I guess that would be the reasoning we stepped out of the zone for a very minute time."

There were two problems with this statement. The first issue is The MAP was in operation outside of the allowed hours during the first CUP meeting in June. In August, Marty stated they have been closed for three months. There is no evidence to suggest that The MAP has ever been in compliance with the CUP. To reward the applicant with expanding their hours of operation seems unreasonable. The second issue is that they did not violate the CUP for a "minute time." They were in violation since 2015, and they advertised the hours on their own Facebook website. There is no evidence to prove that The MAP was ever in compliance with the CUP.

In response to a commissioner's statement regarding his experience living next to another indoor sports facility, Next Level, dealing with the weekend parking that flooded the high school nearby and the residential neighborhoods with patrons who did not want to pay the parking toll, The MAP's representative stated, "There is a difference between location of Next Level and the location of The MAP in an industrial park. There was so much adjacency to Next Level and residential, school that it was so convenient for them to park off-site unfortunately interrupting neighborhoods and a byproduct of what went on at Next Level." CSC may not be a high school or a residential site, but we experience exactly what the commissioner stated. In fact, it is the adjacency of our facility that makes it attractive for patrons of The MAP who wish to avoid paying the parking toll that draws them to park on our private property. The commissioner went on further to state that Next Level had plenty of parking when patrons were flooding his neighborhood. It wasn't for lack of parking that Next Level patrons weren't parking onsite, it was to save money. In the case of The MAP, the same is true. They may have sufficient parking on-site, but there will always be patrons who wish to avoid the parking toll by simply parking across the street on our property.



There were also actions by Planning Commission that were confusing to say the least.

A commissioner asked, "Isn't it true that we have the opportunity to modify the conditions...?" The City Attorney responded, "the public notice did not put the applicant on notice that the Planning Commission would be considering modifying hours, it would be inappropriate for the Planning Commission to unilaterally take that action." In conclusion, the Commission called for a follow up hearing scheduled for September 17, 2020.

By the City Attorney's initial response, it would seem that an action by Planning Commission requires proper notice to the public of potential action to be taken. However, on July 16, 2020, a public hearing was held and the Planning Commission changed the date of the follow up hearing from September 17, 2020 to August 20, 2020. Curiously, The MAP representatives were present at this meeting, but no notice was sent out to the public for this action; therefore, we were not able to make comment on this change. If the Planning Commission was aware that this action would be considered, CSC should have been notified so that we too could participate in this process, but we were unaware of this action and only learned of its action after the fact. It seems terribly unfair for The MAP to be placed on notice by the City of a pending action and the rest of the public, who are known to have interest, were not made aware. The lack of notice to the public is not only unfair, but appears to be in direct contrast to the City Attorney's initial statement that actions cannot be taken if proper public notice is not given in advance.

In sum, the consideration to extend the operating hours to coincide with other industrial users in the area creates a dangerous situation for all parties involved. It goes against the very argument that allowed The MAP to operate in an industrial zone — that they would operate only during non-operating hours of the industrial users around it.

We request an appeal to the City Council and that this letter along with all of our previous correspondences to the City be made available to the City Council members.

Cordially,

President/CEO

CONTAINER SUPPLY CO., INC.

63688

DATE INVOICE NO COMMENT 09/08/20 09082020 FEE TO

FEE TO APPEAL-THE MAP

AMOUNT 100.00 DISCOUNT .00

NET AMOUNT 100.00

CHECK: 063688 09/08/20 CITY OF GARDEN GROVE

ONE HUNDRED DOLLARS AND NO CENTS

CHK TOTAL:

100.00

THIS DOCUMENT HAS A TRUE WATERMARK AND CAN BE SEEN WHEN HELD TO LIGHT. THIS PAPER IS ALTERATION PROTECTED.

063688 09/08/20



CONTAINER SUPPLY CO., INC. Manufacturer of Metal & Plastic Containers 12571 Western Ave. Garden Grove, CA 92841-4012 63688

A

CHECK AMOUNT

\$100.00*

PAY TO THE DRDER OF CITY OF GARDEN GROVE ATTN: BUSINESS TAX

P.O. BOX 3070

C C

SEE REVERSE SIDE FOR MORE SECURITY FEATURES.

"O63688" :122234149: 244127355"

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DENYING THE APPEAL, THEREBY UPHOLDING THE PLANNING COMMISSION'S DECISION TO APPROVE CONDITIONAL USE PERMIT NO. CUP-339-11 (REV. 2020).

WHEREAS, the case was initiated by the MAP Sports Facility, with the authorization of the property owner, SDL Warner LLC; and

WHEREAS, the MAP Sports Facility is an existing indoor sports facility located on the southeast corner of the intersection of Western Avenue and Lampson Avenue, at 12552 Western Avenue, Assessor's Parcel No. 251-032-01 (the "Property"); and

WHEREAS, the property is located in the M-P (Industrial Park) zone, and has a General Plan Land Use Designation of Industrial/Residential Mixed Use 1; and

WHEREAS, the Applicant's request was to modify the approved plans and Conditions of Approval, under Conditional Use Permit No. CUP-339-11 (REV. 2014), for an existing indoor sports facility, MAP Sports Facility, located at 12552 Western Avenue (Assessor's Parcel No. 215-032-01), to expand the hours of operation allowing daytime weekday business hours and activities and to expand the existing parking lot to provide additional parking spaces; and

WHEREAS, the applicant has requested certain modifications to the approved plans and Conditions of Approval applicable to Conditional Use Permit No. CUP-339-11 (REV. 2014) to expand the hours of operation allowing daytime weekday business hours and activities, and to expand the existing parking lot to provide additional parking spaces; and

WHEREAS, the Property at 12552 Western Avenue has a General Plan Designation of Industrial/Residential Mixed Use 1 and is within the M-P (Industrial Park) zone. The property is currently divided into two areas, which are divided by a chain link fence. The approximately four (4) acre MAP Sports Facility ("MAP") site at the northwest corner of the property is improved with an existing 80,000 square foot warehouse building (12552 Western Avenue) that is utilized by MAP and currently in operation as an indoor sports facility. The remaining portion of the site, which wraps around the easterly and southerly part of the property, is improved with a parking lot area and a 20,001 square foot one-story industrial warehouse building, fronting Western Avenue; and

WHEREAS, existing land use, zoning, and General Plan Land Use designation of the areas included in this Conditional Use Permit and in their vicinity have been reviewed; and

WHEREAS, pursuant to a legal notice, public hearings were held by the Planning Commission during its meetings on April 16, 2020, June 18, 2020, and August 20, 2020, and all interested persons were given an opportunity to be heard; and

Resolution No. Page 2

WHEREAS, the Planning Commission gave due and careful consideration to the matter during its meetings of April 16, 2020, June 18, 2020, and August 20, 2020, and following conclusion of the public hearing, Resolution No. 5982-20 was adopted by the Planning Commission, approving Conditional Use Permit No. CUP-339-11 (REV. 2020); and

WHEREAS, the applicant had appealed the Planning Commission's approval of Conditional Use Permit No. CUP-339-11 (REV. 2020) to the City Council; and

WHEREAS, the City of Garden Grove has determined that this project is not subject to the California Environmental Quality Act ("CEQA"; Cal. Pub. Resources Code Section 21000 et seq.) pursuant to Section 15301 (Existing Facilities) of the State CEQA Guidelines (Cal. Code of Regs., Title 14, Section 15000 et seq.); and

WHEREAS, pursuant to legal notice, a public hearing was held by the City Council on October 27, 2020, 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 October 27, 2020.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY RESOLVES, DETERMINES, AND FINDS AS FOLLOWS:

<u>SECTION 1</u>. The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2. In order to approve Conditional Use Permit No. CUP-120-2018, all of the findings set forth in Garden Grove Municipal Code Section 9.32.030(D)(4) must be made. In this case, based on the totality of information provided, the City Council finds all of the required findings set forth in Section 9.32.030(D)(4) can be made consistent for the following reasons:

A. That the proposed use will be consistent with the City's adopted General Plan and redevelopment plan.

The proposed modifications to the approved plans and the Conditions of Approval for the existing indoor sports facility, MAP Sports Facility, approved under Conditional Use Permit No. CUP-339-11 (REV. 2014), will be consistent with the General Plan Land Use Designation of the property, which is Industrial/Residential Mixed Use 1, provided that the project complies with all conditions of approval, including effective implementation of the Parking Management Plan ("PMP") approved under CUP-339-11 (REV. 2020).

B. That the requested use at the location proposed will not adversely affect the health, peace, comfort, or welfare of the persons residing or working in the surrounding area. The proposed modifications to the approved plans and the Conditions of Approval for the existing indoor sports facility, MAP Sports Facility, approved under Conditional Use Permit No. CUP-339-11 (REV. 2014), will not adversely affect the health, peace, comfort, or welfare of the persons residing or working in the surrounding area. The applicant's proposal includes an expansion of its carpool incentive program by increasing the number of carpool parking spaces from 45 to 65, to further promote carpooling and reduce parking demand. In addition, the applicant is also proposing to introduce and utilize an overflow parking area, which is currently an existing parking lot area on the eastern portion of the property separated by a fence and sliding gates. During any peak times and events, as necessary, the MAP will provide open access and use of this overflow lot, which provides an additional 78 parking spaces. Upon project completion, the MAP Sports Facility will provide 269 parking spaces, which is comprised of seven (7) ADA handicap accessible spaces, 184 standard spaces, and 78 overflow spaces. Under the original approval of Conditional Use Permit No. CUP-339-11, it was determined that a minimum of 156 parking spaces were required for the MAP - a parking rate of 2.43 parking spaces per 1,000 square feet. The new proposed total of 269 parking spaces would represent a surplus of 113 parking The additional overflow parking lot, along with the expanded carpool incentive program, will mitigate any potential on- and off-site parking issues. The conditions of approval, including effective implementation of the Parking Management Plan ("PMP") approved under CUP-339-11 (REV. 2020), will minimize potential impacts to the adjoining area. Provided the conditions of approval for the project are adhered to for the life of the project, the use will be harmonious with persons who work and live in the area. Additionally, in order to determine if the indoor sports facility business has been operating in compliance with these Conditions of Approval, Conditional Use Permit No. CUP-339-11 (REV. 2020) shall be reviewed by the Planning Commission six (6) months after its effective date.

C. The proposed use will not interfere with the use, enjoyment, or valuation of the property of other persons located in the vicinity of the site.

The proposed modifications to the approved plans and the Conditions of Approval for the existing indoor sports facility, MAP Sports Facility, approved under Conditional Use Permit No. CUP-339-11 (REV. 2014), will not unreasonably interfere with the use, enjoyment, or valuation of the property of other persons located within the vicinity of the site, provided that the conditions of approval are adhered to for the life of the project, and provided there is effective implementation of the Parking Management Plan ("PMP") approved under CUP-339-11 (REV. 2020). Additionally, in order to determine if the indoor sports facility business has been operating in compliance with these Conditions of Approval,

Conditional Use Permit No. CUP-339-11 (REV. 2020) shall be reviewed by the Planning Commission six (6) months after its effective date.

The operation of the indoor sports facility will not interfere with the operation of the uses (e.g., industrial) in the surrounding area. applicant's proposal includes an expansion of its carpool incentive program by increasing the number of carpool parking spaces from 45 to 65, to further promote carpooling and reduce parking demand. In addition, the applicant is also proposing to introduce and utilize an overflow parking area, which is currently an existing parking lot area on the eastern portion of the property separated by a fence and sliding gates. During any peak times and events, as necessary, the MAP will provide open access and use of this overflow lot, which provides an additional 78 parking spaces. Upon project completion, the MAP Sports Facility will provide 269 parking spaces, which is comprised of seven (7) ADA handicap accessible spaces, 184 standard spaces, and 78 overflow spaces. Under the original approval of Conditional Use Permit No. CUP-339-11, it was determined that a minimum of 156 parking spaces were required for the MAP - a parking rate of 2.43 parking spaces per 1,000 square feet. The new proposed total of 269 parking spaces would represent a surplus of 113 parking The additional overflow parking lot, along with the expanded carpool incentive program, will mitigate any potential on- and off-site parking issues.

The indoor sports facility is on a major street for ease of access and will not encumber smaller streets in the industrial area. In the project vicinity, public parking is conveniently available on Western Avenue and Anaconda Avenue. It is estimated that approximately 135 on-street public parking spaces are available on these nearby streets. On a weekend day, the parking demand study cited observations that as many as 102 cars parked on the street at peak. During the same period, only 41 pedestrians were observed walking to the MAP Sports Facility, indicating that not all cars parked on the nearby public streets were patrons of the MAP. It was determined that there was no apparent correlation between the number of walk-in patrons and the number of vehicles parked on nearby public streets. Generally, on-street parking in the surrounding industrial areas is abundantly available, especially on Friday evenings, weekends, and holidays (peak periods for the MAP). The proposed indoor sports facility will operate in a way that does not conflict with the regular permitted business operations in the area and therefore, will not unreasonably interfere with the use, enjoyment, or valuation of property of other persons located within the vicinity of the site. Additionally, the applicant has prepared a Parking Management Plan ("PMP") that establishes and implements mitigation measures to minimize potential on- and off-site impacts to surrounding properties. The PMP will be implemented during any high/peak demand periods, as necessary, and to ensure the operation does not cause a nuisance, hindrance, and/or problem with either on-site and/or off-site parking and/or circulation.

D. The proposed use will not jeopardize, endanger, or otherwise constitute a menace to public health, safety, or general welfare.

Provided that the indoor sports facility use continues to adhere to the conditions of approval for the life of the project, and provided there is effective implementation of the Parking Management Plan ("PMP") approved under CUP-339-11 (REV. 2020), the proposed modifications to the approved plans and the Conditions of Approval for the existing indoor sports facility, MAP Sports Facility, approved under Conditional Use Permit No. CUP-339-11 (REV. 2014), will not jeopardize, endanger, or otherwise constitute a menace to public health, safety, or general welfare. Additionally, in order to determine if the indoor sports facility business has been operating in compliance with these Conditions of Approval, Conditional Use Permit No. CUP-339-11 (REV. 2020) shall be reviewed by the Planning Commission six (6) months after its effective date.

E. That the proposed site is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and other development features prescribed in this title or as is otherwise required in order to integrate such use with the uses in the surrounding area.

The proposed project proposes to modify the approved plans and the Conditions of Approval for the existing indoor sports facility, MAP Sports Facility, approved under Conditional Use Permit No. CUP-339-11 (REV. 2014). There is no proposed additional floor area to the existing building. The applicant's proposal includes an expansion of its carpool incentive program by increasing the number of carpool parking spaces from 45 to 65, to further promote carpooling and reduce parking demand. addition, the applicant is also proposing to introduce and utilize an overflow parking area, which is currently an existing parking lot area on the eastern portion of the property separated by a fence and sliding gates. During any peak times and events, as necessary, the MAP will provide open access and use of this overflow lot, which provides an additional 78 parking spaces. Upon project completion, the MAP Sports Facility will provide 269 parking spaces, which is comprised of seven (7) ADA handicap accessible spaces, 184 standard spaces, and 78 overflow spaces. Under the original approval of Conditional Use Permit No. CUP-339-11, it was determined that a minimum of 156 parking spaces were required for the MAP – a parking rate of 2.43 parking spaces per 1,000 square feet. The new proposed total of 269 parking spaces would represent a surplus of 113 parking spaces. The additional overflow parking lot, along with the expanded carpool incentive program, will mitigate any potential on- and off-site parking issues. The existing site is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and other development features, in order to continue integration of the existing indoor sports facility use with the uses in the surrounding area. Additionally, the applicant has prepared a Parking Management Plan ("PMP") that establishes and implements mitigation measures to minimize potential on- and off-site impacts to surrounding properties. The PMP will be implemented during any high/peak demand periods, as necessary, and to ensure the operation does not cause a nuisance, hindrance, and/or problem with either on-site and/or off-site parking and/or circulation.

F. The proposed site is adequately served by highways or streets of sufficient width and improved as necessary to carry the kind and quantity of traffic to be generated, and by other public or private service facilities as required.

The proposed project only proposes to modify the approved plans and the Conditions of Approval for the existing indoor sports facility, MAP Sports Facility, approved under Conditional Use Permit No. CUP-339-11 (REV. 2014). The existing site is adequately served by highways and streets.

<u>SECTION 3</u>. Based upon the foregoing findings, the Applicant's appeal, in part, is hereby denied, thereby upholding the Planning Commission's decision to approve Conditional Use Permit No. CUP-339-11 (REV. 2020).

BE IT FURTHER RESOLVED that the City Council does conclude:

- 1. The Conditional Use Permit possesses characteristics that would indicate justification of the request in accordance with Municipal Code Section 9.32.030.
- 2. In order to fulfill the purpose and intent of the Municipal Code and thereby promote the health, safety, and general welfare, the attached Revised Conditions of Approval (Exhibit "A") shall apply to Conditional Use Permit No. CUP-339-11 (REV. 2020). All existing conditions of approval, as approved under CUP-339-11 (REV. 2014), along with any modified or new conditions of approval, as approved under CUP-339-11 (REV. 2020) will apply.

Response Letter

From: Marty Walker <martymap11@gmail.com>

Mon, Oct 26, 2020 12:44 PM

Subject: Response Letter

To: teresap@ggcity.org

Cc : Chris Chung <chrisc@ggcity.org>, Lee Marino <leem@ggcity.org>, Terry Teeple <teeple@pacificteal.com>, Bret Clawson
bretclawson@gmail.com>

Dear Ms. Pomeroy,

SUBJECT: The MAP Sports Facility

Appeal of Conditional Use Permit No. 339-11 (REV. 2020)

Please forward this email to the Mayor, members of the Garden Grove City Council and the City's Community and Economic Development Director in advance of the City Council meeting when the Subject Appeal will be heard.

Mayor Jones and City Council Members,

I hope you have all had a chance to review the file provided to you by City Staff. It is of the utmost importance that you appreciate the immense amount of traffic engineering studies, reports and other work products The MAP Sports Facility (The MAP) has produced over the past two (2) years, all at the request of City Staff. This body of work was important to support the Staff Report and Staff's recommendation for approval of CUP No. 339-11 (REV. 2020) at the August 20, 2020 Planning Commission public hearing. The Planning Commission voted unanimously to APPROVE Resolution No. 5982.20, including the Revised Conditions of Approval of which we have read and are in agreement with. The MAP appreciated the careful and thorough deliberations taken by the Planning Commissioners appointed by The City Council in approving our application to amend our CUP.

As you are aware and as a result of two (2) letters received by the City from Container Supply

Company (CSC), during the Planning Commission public comment period, we pro-actively created and are willing to implement through a condition of approval a Parking Management Plan. This Plan is specifically designed to mitigate the concerns raised by CSC relative to The MAP patrons queuing their vehicles on Western Avenue, which has ONLY OCCURRED WHEN A PARKING FEE IS CHARGED DURING WEEKEND EVENTS. Our CUP No. 339-11 (REV. 2020) as was unanimously approved by the Planning Commission was for 1.) Expansion of The MAP's hours of operation to include weekday, daytime hours, and 2.) ADD an additional 78 onsite parking spaces. It is important to note that NO PARKING FEE WILL BE CHARGED DURING THE WEEKDAY, DAYTIME HOURS WE SEEK IN THIS APPLICATION per the Conditions of Approval. The "Traffic Demand Study" prepared by K2 Traffic Engineering as was required by City Staff concluded that a maximum of 80, out of the currently existing 191 Page 268 of 312

ON SITE parking spaces will be utilized during the proposed, weekday daytime hours. Therefore, there will be NO REASON for The MAP patrons to ever park off site as a result of our request for weekday daytime hours of operation.

On July 7th, Mr. Terry Teeple (our consultant), another member of The MAP's management team, and I met with Mr. David Choye and his assistant, both of whom were representing CSC. Our goal in that meeting was to review the concerns of Container Supply Company, AND to explain in detail the elements of our proposed Parking Management Plan. Additionally, The MAP sought to 1.) Work with our neighbors to minimize any impacts on them resulting from The MAP's business operations, and 2.) MOST importantly to best ensure the safety of The MAP's patrons, as well as employees and suppliers of neighboring businesses.

At the July 7th meeting, Mr. Choye was VERY APPRECIATIVE of the effort and thoughtfulness The MAP put forth to create the Parking Management Plan, primarily with CSC's interest in mind. Also, at that meeting, and to Mr. Choye's credit, he informed us that one of Container Supply Company's employees had offered to his friends the opportunity to park in CSC's lot across the street from our facility, and thus avoiding the parking fee charged at The MAP. Again, a parking fee is ONLY charged during weekend events and NOT during the weekday daytime hours we seek via CUP No. 339-11 (REV. 2020). It was very disappointing that with this knowledge, Container Supply Company wrote the two (2) comment letters to the City Staff during the public comment period leading up to the Planning Commission hearing alleging The MAP patrons were parking on CSC's property ... In actuality they were, but with permission! With that said, we are still convinced that implementation of The MAP's Parking Management Plan during weekend events will avoid the safety concerns and incidents alleged by Mr. Choye and CSC.

On August 5, 2020 and at the request of the Planning Commissioners, we worked with City Planning Staff to properly notice and hold a "neighborhood meeting" at The MAP. 178 notices were mailed out to <u>ALL property owners and tenants</u> within 300 feet of The Map Sports Facility.

Mr. Teeple had prepared an agenda and talking points, as well as making available reduced copies of the Parking Management Plan as handouts at the neighborhood meeting. In addition to myself, another member of The MAP's management team and Mr. Teeple, the only other attendees were Mr. Chris Chung representing the City of Garden Grove (as an observer only), and Mr. Choye from CSC. The lack of attendance at the neighborhood meeting indicates that the overwhelming number of neighboring businesses surrounding The MAP do NOT object to our application that was unanimously approved by the Planning Commission. While waiting for possible late comers to the neighborhood meeting, Mr. Choye AGAIN expressed his appreciation for The MAP's effort in creating, and the willingness to implement the Parking Management Plan on the weekends, during peak periods to avoid on street queuing of vehicles.

In the past two years we have produced ALL of the traffic engineering studies and reports requested by City Staff. This resulted in the Staff's recommendation for the Planning Commission to approve The MAP's current application, which they did unanimously on August 20, 2020.

It is disconcerting that Container Supply Company would allege and fabricate information about

The MAP's business practices when only one complaint was filed with the City's $Cod_{Page\ 269\ of\ 312}$

Enforcement Division since we opened for business in May, 2012. After all of The MAP's efforts to mitigate CSC's concerns, it is very disappointing and frivolous for CSC to appeal your Staff's

recommendation for approval of, and your Planning Commissioners' unanimous vote to approve The MAP's Conditional Use Permit No. 339-11 (REV. 2020).

We would respectfully request that the Garden Grove City Council DENY Container Supply Company's Appeal of the Planning Commission's approval, thereby allowing for the adoption of

Resolution No. 5982.20, APPROVING Conditional Use Permit No. 339-11 (REV. 2020), including the Revised Conditions of Approval.

Thank you very much.

--

Marty Walker
Managing Partner
The MAP Sports Facility
12552 Western Ave.
Garden Grove, CA 92841
(714) 906-5079
martymap11@gmail.com

<u>www.themapsports.com</u> | <u>www.hoopsunlimited.com</u> | <u>facebook.com/hoopsunlimitedoc</u> | <u>instagram.com/hoopsunlimitedoc</u>

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Patricia Song

Dept.: City Manager Dept.: Finance

Subject: Receive and file Measure O Date: 11/10/2020

Citizens' Oversight

Committee's Annual Report for Fiscal Year 2019-20.

(Action Item)

OBJECTIVE

For the City Council to receive and file the Measure O Citizens' Oversight Committee's annual report for Fiscal Year 2019-20.

BACKGROUND

Resolution No. 9540-19, entitled "A Resolution Defining the Composition of the Measure O – Citizens' Oversight Committee, Purpose, Terms of Office for Committee Members, the Scope of the Committee's Responsibilities and Other Related Matters" requires a report be presented by the Committee to the City Council annually. This annual report is to summarize the Committee's activities during the year, and communicate the Committee's findings in regards to the City's audited financial information and General Fund budget/CIP plan in regards to the Measure O revenue received and corresponding appropriation within the reporting period.

DISCUSSION

The attached Measure O Citizens' Oversight Committee annual report discussed the following items:

- The Committee's proceedings and activities during fiscal year 2019-20 with focuses on:
 - Fiscal year 2018-19 audited financial information;
 - Adopted General Fund's budget for fiscal year 2019-20; and
 - New fiscal policies implemented during fiscal year 2019-20.
- The Committee's findings and recommendations.

The Committee concluded that the audited FY2018-19 financial information reflected the Measure O – Public Safety and Vital City Services tax was collected and spent appropriately during the fiscal year, and the City's FY2019-20 General Fund budget protected and maintained the City's core services.

FINANCIAL IMPACT

There is no fiscal impact to receive and file the Measure O Citizens' Oversight Committee annual report.

RECOMMENDATION

It is recommended that the City Council:

• Receive and file the Measure O Citizens' Oversight Committee's annual report for Fiscal Year 2019-20.

ATTACHMENTS:

| Description | Upload Date | Туре | File Name |
|---|-------------|---------|--|
| Measure O Citizen's
Oversight Committee
Annual Report | 10/16/2020 | Exhibit | MeasureOCommitteeAnnaulReport-2020.pdf |

City of Garden Grove

MEMORANDUM

To: City Council From: Measure O Citizen's

Oversight Committee

Subject: MEASURE O COMMITTEE ANNUAL Date: November 10, 2020

REPORT

OBJECTIVE

To present to City Council the Measure O Citizen's Oversight Committee's annual report as outlined in Resolution No. 9540-19.

BACKGROUND

On November 6, 2018, Garden Grove voters passed Ordinance No. 2897, also known as Measure O, imposing a one-cent (1%) transactions and use (sales) tax. The Measure O – Citizen's Oversight Committee was established on February 26, 2019, to review the City's annual budget, mid-year budget, and year-end audited financial information in regards to the receipt and use of Measure O funds. Resolution No. 9540-19 requires that an annual report be presented to the City Council communicating the Committee's activities and to provide a response to the following questions:

- Does the current audited financial information reflect that the Measure O Public Safety and Vital City Services tax was collected and appropriately spent?
- Does the City's proposed General Fund annual budget and CIP plan protect and maintain the City's core services including public safety?

DISCUSSION

Summary of Committee's Proceedings and Activities for FY 2019-20

- Upon appointment, all Committee members have successfully completed harassment prevention training
- Two Committee meetings were held since during FY 2019-20:

July 22, 2019 Meeting

- Sandra Thomas was elected as Chair and Steven Sanders as Vice Chair
- City Attorney provided an overview of Brown Act to all Committee members

- Information regarding Code of Ethics was discussed and received by Committee members
- o Reviewed the adopted FY 2019-21 Budget

January 21, 2020 Meeting

- o Reviewed FY 2018-19 audited financial information
- o Reviewed FY 2019-20 mid-year Measure O revenue and expenditures
- Received information regarding the City's Pension Funding Policy and General Fund Reserve Policy

Audited Financial Information

Staff presented to the Committee FY 2018-19 audited revenue and expenditure for the City's General Fund. The General Fund as presented in the City's Comprehensive Annual Financial Report (CAFR) includes the City's main operating fund (the General Fund), Economic Development Fund, Tourism Improvement District Funds, Land Sale Proceeds Fund, and Deposits Fund.

The one-cent sales tax from Measure O became effective on April 1, 2019, resulting in \$4.8 million in revenue for FY 2018-19. Table 1 below summarizes the City's total General Fund revenues.

Table 1

| General Fund Revenue |
2018-19
(\$000) |
|------------------------------|------------------------|
| Sales Tax | \$
24,612 |
| Measure O | 4,759 |
| Property Tax | 49,471 |
| Hotel Tax (TOT) | 26,285 |
| Other Taxes | 5,115 |
| Licenses & Permits | 2,565 |
| Fines, Forfeits & Penalties | 1,645 |
| Charges for Current Services | 7,922 |
| Investment Earnings | 3,416 |
| Other |
4,049 |
| Total General Fund | \$
129,839 |

Total General Fund expenditures amounted to \$112.7 million, of which 71% was for public safety (Police and Fire). Table 2 summarizes the City's General Fund audited expenditures for FY 2018-19.

Table 2

| General Fund Expenditures | 2018-19
(\$000) | % of Total |
|---------------------------|--------------------|------------|
| Public Safety - Fire | \$
24,309 | 22% |
| Public Safety - Police | 54,851 | 49% |
| Traffic Safety | 2,174 | 2% |
| Public Right of Way | 4,560 | 4% |
| Community Buildings | 3,007 | 3% |
| Community Services | 2,734 | 2% |
| Economic Development | 884 | 1% |
| Parks and Green Belts | 1,201 | 1% |
| Community Planning & Dev. | 5,789 | 5% |
| Municipal Support | 8,210 | 7% |
| Capital Improvement | 3,320 | 3% |
| Debt Service | 1,644 | 1% |
| Total Expenditure | \$
112,683 | 100% |

General Fund Annual Budget

The Committee reviewed the City's adopted FY 2019-20 General Fund Budget. Table 3 summarizes budgeted revenues for FY 2019-20, totaling \$134.2 million, with Measure O revenue estimated at \$19.0 million.

Table 3

| 2019-20
(\$000) |
|--------------------|
| \$
22,668 |
| 19,000 |
| 28,543 |
| 26,477 |
|
37,492 |
| \$
134,180 |
| |

The FY 2019-20 adopted budget included enhancements to public safety in the amount of \$9.2 million. Other enhancements were made to public works, neighborhood improvement, community partnerships and events, and other essential services. Public Safety expenditures occupy 73% of total General Fund appropriation. Table 4 provides a summary of the adopted FY 2019-20 main operating General Fund budget and includes mid-year appropriations made by City Council.

Table 4

| General Fund Expenditures | 2019-20
(\$000) | % of Total |
|------------------------------|--------------------|------------|
| Public Safety - Fire | \$
27,748 | 22% |
| Public Safety - Police | 65,413 | 51% |
| Public Works | 13,496 | 11% |
| Community and Econ Dev | 7,127 | 6% |
| Community Services | 3,329 | 3% |
| Support Services & Transfers | 10,891 | 9% |
| Total Expenditures | \$
128,004 | 100% |

Other Information Communicated

Staff provided the Committee with the City's General Fund Reserve Policy which was adopted on December 17, 2019 by Resolution No. 9602-19. Council also approved \$22.5 million from the General Funds' unassigned fund balance to the newly established Stability Reserve, which will allow the City to mitigate future revenue shortfalls caused by changes in the economic environment.

Additionally, the Committee was updated in regards to the City's Pension Policy, which was adopted on August 13, 2019 by Resolution No. 9584-19. In November 2019, the City Council adopted Resolution No. 9596-19 which established the City's Internal Revenue Code Section 115 Trust, a tax-exempt irrevocable pension trust that was designed as a means to achieve the City's pension liability funding objectives outlined in the Pension Funding Policy.

Both polices were designed to set baseline for fiscal stewardship and perpetual structural balance.

Committee Findings and Recommendations

The Measure O – Citizen's Oversight Committee has reviewed the audited financial data for FY2018-19, the budget information for FY 2019-20, and newly established fiscal policies impacting the General Fund. The Committee concludes the following:

- The audited financial information presented for FY 2018-19 does reflect the Measure O – Public Safety and Vital City Services tax was collected and appropriately spent.
- The City's proposed General Fund annual budget and CIP plan for FY 2019-20 does protect and maintain the City's core services including public safety.

The Committee recommends staff to:

- Review year-end audited annual financial information which includes Measure
 O tax revenue and expenditures;
- Review annual General Fund operating budget; and
- Update the Committee periodically on General Fund revenue and expenditures to ensure a clear system of accountability.

Agenda Item - 4.b.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy

Dept.: City Manager Dept.: City Clerk

Subject: Acceptance of Kevin Hurley's Date: 11/10/2020

resignation from the Traffic Commission. (*Action Item*)

Attached is the resignation email from Kevin Hurley who served on the Traffic Commission recommended to be accepted.

ATTACHMENTS:

| Description | Upload Date | Туре | File Name |
|-------------------------|-------------|-----------------|--|
| Email from Kevin Hurley | 10/21/2020 | Backup Material | 11-10-
20_Resignation_of_Kevin_Hurley.pdf |

Traffic Commissioner Kevin Hurley resignation

From : Teresa Pomeroy <teresap@ggcity.org>

Fri, Oct 16, 2020 09:10 AM

Subject: Traffic Commissioner Kevin Hurley resignation

Cc: kevinhurl42 < kevinhurl42@gmail.com >

Bcc: Bui, Patrick Phat <phat@phatbui.com>, Jones, Steve

- <Jones4gg@gmail.com>, Klopfenstein, Stephanie
- <Slklopfenstein@gmail.com>, Nguyen, Kim Bernice
- <kibenguy@gmail.com>, Nguyen, Thu-Ha
- <diedrethng75@gmail.com>, O'Neill, John
- <Oneill4gg@gmail.com>, George Brietigam
- <georgeb@ci.garden-grove.ca.us>

Hello Mayor Jones and Council Members: Please see the email below. Traffic Commissioner Kevin Hurley has resigned from the Traffic Commission. Official action accepting his resignation will be listed on the next City Council agenda.

Thank you,

Teresa Pomeroy, CMC City Clerk City of Garden Grove P: (714) 741-5035 F: (714) 741-5205 City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92840 teresap@ggcity.org



Mayor and Council are blind copied to avoid Brown Act violations.

From: "Kevin Hurley" < kevinhurl42@gmail.com>

To: "Rosemarie Jacot" <rjacot@ggcity.org>

Cc: "Rosemarie Jacot" <rjacot@ci.garden-grove.ca.us>, "Jesus Medina" <jesusm@ci.garden-grove.ca.us>, "Paul Ashby" <pashby@ci.garden-grove.ca.us>, "Marina Romero" <marinar@ci.garden-grove.ca.us>, "Liz Vasquez" lizv@ci.garden-grove.ca.us>

Sent: Thursday, October 15, 2020 6:51:05 AM

Subject: Re: TRAFFIC COMMISSION NOTICE OF CANCELLATION TUESDAY NOVEMBER 3RD 2020

Thank you and I would like to advise that I am resigning my position on the commission. I appreciated the opportunity and wish you all the best.

Page 279 of 312

Kevin Hurley

On Thu, Oct 8, 2020, 3:51 PM Rosemarie Jacot < rjacot@ggcity.org > wrote: Please see attached notice of cancellation.

Rosemarie Jacot PW/Engineering 11222 Acacia Parkway Garden Grove, CA 92840 rjacot@ggcity.org 714.741.5192



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: 11/10/2020

purchase order for fire hydrants with United Water Works. (Cost:\$318,265.36)

(Action Item)

OBJECTIVE

To receive City Council approval authorizing the Finance Director to issue a purchase order with United Water Works, IFB No.S-1273, for the bulk purchase of 160 fire hydrants.

BACKGROUND

The City periodically purchases and maintains a readily available supply of the clow wet barrel fire hydrants stored in Central Stores for the use by the Water Distribution Staff within the Water Services Division. These fire hydrants are used for the active Fire Hydrant Replacement Program and to replace defective fire hydrants. Once replaced, the retired units will be sold at the current scrap metal market value. The 160 units must be purchased at one time in order to secure set pricing.

DISCUSSION

IFB No. S-1273 was advertised on September 21, 2020. The proposal document was posted on Planet Bids on-line bidding system on September 21, 2020. Eight (8) bids were received and one (1) was non-responsive. The bid results are as follows:

| Company Name | <u>Total Bid Amount</u> |
|-------------------------|-------------------------|
| United Water Works | \$318,265.36 |
| Dangelo Company, Inc. | \$318,898.50 |
| Pacific Pipeline Supply | \$328,664.25 |
| Core and Main | \$332,252.13 |
| ICONIX Waterworks | \$333,991.25 |
| S&J Supply Co., Inc | \$352,536.01 |
| Ferguson Waterworks | \$359,361.98 |

United Water Works was selected based on the lowest responsive bidder.

FINANCIAL IMPACT

The one-time cost for the 160 clow wet barrel fire hydrants is \$318,265.36. Funds for this purchase are available in the Water Enterprise Budget FY 2020-21. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

• Authorize Finance Director to issue a purchase order to United Water Works, in the amount of \$318,265.36 for the bulk purchase of fire hydrants.

By: Les Ruitenschild Water Distribution Supervisor

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Patricia Song

Dept.: City Manager Dept.: Finance

Subject: Approve Second Amendment Date: 11/10/2020

and Authorization of an increase to the purchase order with Fidelity National Information Services, Inc. and extension of the contract

for electronic payment services. (Action Item)

OBJECTIVE

For City Council to approve the second contract amendment and authorize an increase to the current purchase order for Fidelity National Information Services, Inc. for electronic payment services (FIS) and to approve an extension of the agreement for three years.

BACKGROUND

FIS, formerly known as Metavante Corporation, has served the City since 2008 and has intimate knowledge of the City's process and transaction history. FIS provides an electronic payment process for payment options such as, web-based payments, payments by phone, electronic fund transfers, and debit or credit card payment. These payment options have been providing convenience to City residents and other customers.

DISCUSSION

In May 2008, the City Council approved an agreement with FIS for electronic payment services. The service fee is based on type and volume of transactions processed. The contract renews automatically on an annual basis, until the agreement is terminated by either party at least (90) days prior to the expiration date. Over the years, the Finance Department has budgeted for service cost increases each year due to increased transaction volumes.

Based on last year's expenditure of \$315,000, staff is requesting to increase the amount of our current purchase order with FIS to \$350,000 per year to avoid interruption to our day-to-day operations.

The current transaction fee is 2.5398% of the transaction amount for utility transactions and 2.9993% for all other transactions. FIS has agreed to lower the transaction fee to 2.35% for all transactions in return for extending the contract for an additional three years.

FINANCIAL IMPACT

No additional appropriation will be necessary as the cost for processing credit card payments has been included in the corresponding departments' operating budget. The request is to adjust the purchase order amount to reasonably reflect the actual cost of processing electronic card payments.

The contract's annual amount of \$350,000 will continue to be included in the operating budget. At the fund level, sources of funding are as follows:

General Fund - \$100,000

Water Enterprise Fund - \$210,000

Sewer Enterprise Fund - \$40,000

Furthermore, by extending the current agreement for an additional three years, the City will realize cost savings by locking in a lower transaction fee of 2.35%. Estimated savings is \$35,000/year depending on the number and type of credit card transactions.

RECOMMENDATION

It is recommended that the City Council:

- Authorize an increase to the current purchase order with FIS to \$350,000 per year for electronic and card payment processing services; and
- Authorize the City Manager to execute the second amendment to the agreement with FIS extending the contract term for three additional years, and to approve minor modifications deemed necessary.

ATTACHMENTS:

| Description | Upload Date | Туре | File Name |
|---------------------|--------------------|-----------------|---|
| Second
Amendment | 11/4/2020 | Agreement | Amendment_No2_(City_of_Garden_Grove)_Extension_10-30-20.doc |
| FIS Contract | 9/18/2020 | Backup Material | FIS_CONTRACT.pdf |



Prepared for: City of Garden Grove

11222 Acacia Parkway Garden Grove, CA 92840

Amendment Effective Date: December 1, 2020

AMENDMENT NO. 2

Fidelity Information Services, LLC 601 Riverside Avenue Jacksonville, FL 32204-2946

This Amendment No. 2 ("Amendment") is made to the Payment Services Agreement dated 4/1/2008 (as amended, "Agreement") between Fidelity Information Services, LLC fka Metavante Corporation ("FIS"), and City of Garden Grove ("Client"). To the extent that the FIS party to the Agreement (including any addenda, schedule, or attachment thereto) is a ه: ام: ما: a into thic Ar hobalf of such subsidir

| subsidiary or anniate, Fis is entering into this Amendment on behalf of such subsidiary or anniate, and such subs |
|---|
| affiliate has authorized the entering into of this Amendment. |
| |

AMENDED SERVICES

PayDirect

AMENDMENT DETAIL

- Term. The Agreement is hereby amended to extend the current term for the Services at the pricing attached in the updated Pricing Attachment through March 31, 2024 after which the Agreement may renew in accordance with the terms of the Agreement.
- 2. Pricing. Pursuant to the Agreement, as amended, the parties agreed upon certain pricing terms. The parties now wish to update certain pricing to the PayDirect services, and the details of these changes are set forth in the document as the Pricing Attachment which is attached hereto and made part of this Amendment. Notwithstanding FIS' right to adjust such pricing as described in the Agreement, FIS agrees to not increase these fees during this three (3) year extension period.

All terms of the Agreement not amended by this Agreement remain in full force and effect. All fees will be settled or paid as described in the Agreement unless otherwise specified in this Amendment or the pricing attachment. In the event of a conflict or inconsistency between this Amendment and the Agreement, this Amendment controls. Capitalized words not defined in this Amendment shall have the same meaning as in the Agreement.

CITY OF GARDEN GROVE FIDELITY INFORMATION SERVICES, LLC

| Signature: | Signature: | |
|------------|------------|--|
| Name: | Name: | |
| Title: | Title: | |
| Date: | Date: | |



Pricing Attachment

Agency Funded Pricing for City of Garden Grove

FIS will provide the Client with updated Agency funded pricing option for all agencies.

| Processing Services | Rate | Frequency |
|--|----------------------------|---------------------------|
| Credit/Debit Discount Rate | 2.35% | Per Transaction |
| ACH/eCheck Discount Rate | \$0.19 | Per Item |
| Settlement ACH | \$0.20 | Per Batch |
| | | |
| Application Development Services | Rate | Frequency |
| Initial Set-Up of Standard Application | Waived | Per Standard Application |
| Custom Application Development | \$2,500.00+
Hourly Rate | Per Custom Application |
| Voice Talent Recording (IVR) | \$1,500.00 | Per IVR Application |
| Application Maintenance (For All Applications) | \$25.00 | Per Month Per Application |
| Non-Standard Product Development Rate | \$250.00 | Per Hour |
| | | |
| Ancillary Services | Rate | Frequency |
| Telecommunication Cost (IVR Only) | \$0.09 | Per Minute |
| Chargebacks (Credit Cards) | \$10.00 | Per Occurrence |
| ACH and eCheck Returns (Web) | \$1.25 | Per Occurrence |
| ACH and eCheck Returns (IVR) | \$2.50 | Per Occurrence |
| Debit Adjustments (Debit Cards) | \$5.00 | Per Occurrence |
| Hardware Devices - TBD | Cost +15% | Varies |
| | | |

ORIGINAL COPY



PAYMENT SERVICES AGREEMENT

This Payment Services Agreement is made as of the 1st day of April, 2008 (the "Effective Date"), by and between the City of Garden Grove, a governmental subdivision of the State of California ("Customer"), and Metavante Corporation, a Wisconsin corporation ("Metavante").

Customer desires Metavante to provide to Customer the services set forth in this Agreement and Metavante desires to provide such services to Customer, all as provided in this Agreement.

THEREFORE, in consideration of the payments to be made and services to be performed hereunder, upon the terms and subject to the conditions set forth in this Agreement and intending to be legally bound, the parties hereto agree as follows:

Metavante shall provide to Customer and Customer shall receive from Metavante, all upon the terms and conditions set forth in this Agreement, the Services specified in this Agreement. The term of this Agreement shall commence on the Effective Date and end on the **third (3rd)** anniversary of the last day of the month in which the Commencement Date occurs (the "Initial Term"). The parties also agree to begin implementation upon the 21st day of April, 2008 and to use their best efforts to perform the Implementation(s) such that the Project Schedule, which shall contain the Commencement Date, is provided on or before the 20th of May, 2008

As of the Effective Date, the parties acknowledge that this Agreement includes the following Schedules:

Payment Processing Schedule

As of the Effective Date, the parties acknowledge that Services will be provided for Customer and the following Affiliates of Customer:

All City Departments, Agencies, and related entities

The general terms and conditions and all schedules and exhibits attached hereto are incorporated herein and deemed part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf as of the date first above written.

| METAVANTE CORPORATION 4900 West Brown Deer Road Milwaukee, Wiseonsin 53223 By: Name: Bruce Hopkins Title: Senior Vice President Division President, Acquiring Solutions | CITY OF GARDEN GROVE 11222 Acacia Parkway Garden Groye, CA 92840 By: Name: Title: City Manager |
|--|---|
| By: Holly August
Name: Holly Huggins
Title: Vice President and General Manager,
Link2Gov Corp. | By: Name: Title: |
| | APPROVED AS TO FORM STOCKOO City Attorney Date: 100 City Attorney |

ATTEST:

Kathleen Bailor

City Clerk

TERMS AND CONDITIONS

CONSTRUCTION

- 1.1 <u>Definitions</u>. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in Section 17 of this Agreement.
- 1.2 <u>References.</u> In this Agreement, references and mention of the word "includes" and "including" shall mean "includes, without limitation" and "including, without limitation," as applicable, and the word "any" shall mean "any or all". Headings in this Agreement are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.
- 1.3 Interpretation. In the event of a conflict between the general terms and conditions and the terms of any exhibits and schedules attached hereto, the terms of the schedules and exhibits shall prevail and control the interpretation of the Agreement with respect to the subject matter of the applicable schedules and/or exhibits. The exhibits and schedules together with the general terms and conditions shall be interpreted as a single document. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together constitute one and the same agreement.

TERM

Unless this Agreement has been earlier terminated, this Agreement shall continue for the Initial Term and shall be automatically renewed for additional twelve (12) month periods (each, a "Renewal Term") unless either party shall provide the other party with written notice of termination at least ninety (90) days prior to the expiration date for the Initial Term or Renewal Term, as applicable. The Initial Term and any Renewal Term shall be collectively referred to as the "Term." Unless otherwise provided in the Payment Processing Schedule hereto, or as otherwise agreed in writing by the parties, the charges for Services provided by Metavante to Customer during any such Renewal Term shall be calculated in accordance with Metavante's then-current rates.

3. MUTUAL COVENANTS

- 3.2 <u>Software.</u> Metavante hereby grants to Customer a personal, nonexclusive, and nontransferable license and right, for the duration of this Agreement, to use any software accessed or obtained by Customer hereunder solely in accordance with the applicable Documentation and for no other purposes. Customer shall not, and shall not permit End Users to (a) distribute, sell, assign, transfer, or sublicense the software, or any part thereof, to any Third Party; (b) except as specifically set forth in this Agreement, adapt, modify, translate, reverse engineer, de-compile, disassemble, or create derivative works based on the software or any part thereof; (c) copy the software, in whole or in part, without including appropriate copyright notices; (d) except for providing electronic banking services to Customer's customers, use the software in any manner to provide service bureau, time sharing, or other computer services to Third Parties; (e) export the software outside the United States, either directly or indirectly; or (f) install the software on a different platform or interface the software to an application written in a different computer language other than as set forth in the Documentation.
- 3.3 <u>Trademarks</u>. Customer grants Metavante the right and license to use Customer's trademarks and/or service marks ("Customer Marks") solely as necessary, or reasonably appropriate, for Metavante to provide the Services.

4. SERVICES

Metavante will provide the Services listed in the Payment Processing Schedule.

- 4.1 Implementation. Metavante, in consultation with Customer, will develop a detailed, customized plan for the Implementation (the "Implementation Plan"). The Implementation Plan will include: (i) a description of the tasks to be performed for the Implementation; (ii) allocation of responsibility for each of such tasks; and (iii) the schedule on which each task is to be performed. The Implementation project leaders for each party shall regularly communicate on the progress of the Implementation, the feasibility of the Implementation Dates specified in the Implementation Plan, and such other matters which may affect the smooth transition of the Services. Customer agrees to maintain an adequate staff of persons who are knowledgeable about the banking, data processing and information technology systems currently used by Customer. Customer further agrees to provide such services and to perform such obligations as are specified as Customer's responsibility in the Implementation Plan and as necessary for Customer to timely and adequately meet the scheduled dates set forth therein. Each party shall cooperate fully with all reasonable requests of the other party made necessary to effect the Implementation in a timely and efficient manner. The Implementation Plan may be amended by mutual agreement of the parties. Metavante and Customer will each provide a team of qualified individuals to assist in the Implementation effort. The anticipated team and description of their responsibilities is set forth in the Implementation Plan.
- 4.2 <u>Professional Services.</u> Metavante shall perform the Professional Services for Customer as set forth in the Payment Processing Schedule and the Implementation Plan and shall perform additional Professional Services as mutually agreed upon by the parties from time to time under this Agreement, provided that either party may require execution of a separate mutually acceptable professional services agreement prior to Metavante's performance of Professional Services other than those set forth in the Payment Processing Schedule or the Implementation Plan.
- 4.3 New Services. If Customer wishes to receive any New Service which is included in Metavante's then-current standard pricing, Customer may notify Metavante and the parties may implement the same on a mutually acceptable time schedule.

FEES

- 5.1 <u>Payment Processing Schedule</u>. The fees for the Initial Services are set forth in Attachment 1 ("Services and Charges") of the attached Payment Processing Schedule. Customer agrees to pay Metavante the fees specified in the Payment Processing Schedule for such services. Fees for New Services shall be as set forth in Metavante's then current standard pricing or, if applicable, the fees mutually agreed upon by the parties.
- 5.2 <u>Implementation</u>. Customer agrees to pay Metavante the fees relating to the Implementation on the terms and conditions set forth in the Payment Processing Schedule. In addition, Customer agrees to reimburse Metavante (i) for all Expenses reasonably

incurred in connection with the Implementation; (ii) for conversion of accounts not identified in the Implementation Plan as of the Effective Date; and (iii) for Metavante personnel or any independent contractors who perform services which are identified as the responsibility of the Customer in the Implementation Plan; and (iv) for Implementation related charges which may arise after the Implementation.

- 5.3 <u>Excluded Costs.</u> The fees set forth in the Payment Processing Schedule do not include Expenses, late fees or charges, or Taxes, all of which shall be the responsibility of Customer. In addition to the charges specified in the Payment Processing Schedule, Customer shall be responsible for (a) all interchange and network provider fees; (b) all dues, fees, fines and assessments established by and owed by Customer to Visa and/or MasterCard; (c) for all costs and fees associated with changes to ATM protocol caused by Customer's conversion to the EFT Services; and (d) any increase in postage charges.
- 5.4 <u>Disputed Amounts</u>. If Customer disputes any charge or amount on any invoice and such dispute cannot be resolved promptly through good faith discussions between the parties, Customer shall pay the amounts due under this Agreement less the disputed amount, and the parties shall diligently proceed to resolve such disputed amount. An amount will be considered disputed in good faith if (i) Customer delivers a written statement to Metavante on or before the due date of the invoice, describing in detail the basis of the dispute and the amount being withheld by Customer, (ii) such written statement represents that the amount in dispute has been determined after due investigation of the facts and that such disputed amount has been determined in good faith, and (iii) all other amounts due from Customer that are not in dispute have been paid in accordance with the terms of this Agreement.
- 5.5 Terms of Payment. Any and all amounts payable under this Agreement shall be due thirty (30) days following the date of invoice, unless otherwise provided in the Payment Processing Schedule. Undisputed charges not paid by the applicable due date shall be subject to annual interest at the rate of 12% or the highest rate permitted by law, whichever is lower. Customer shall also pay any collection fees, court costs, reasonable attorneys' fees, and other fees, costs, and charges incurred by Metavante in collecting payment of the charges and any other amounts for which Customer is liable under the terms and conditions of this Agreement. Customer agrees to maintain a depository account with a financial institution reasonably acceptable to Metavante for the payment of amounts payable hereunder, and hereby authorizes Metavante to initiate debit entries to such account for the payment of amounts payable hereunder. Customer agrees to provide Metavante with any and all information necessary for Metavante to initiate such debit entries via the Automated Clearing House (ACH) system.
- 5.6 <u>Modification of Terms and Pricing</u>. Charges for all Services shall be subject to adjustments which shall not exceed, in aggregate effect, the greater of (i) an annual rate of five percent (5%), or (ii) the change to the Employment Cost Index over the applicable period. Notwithstanding the foregoing, Metavante reserves the right to increase the fees for Services as necessary to cover Metavante's costs in the event that Metavante must implement system enhancements to comply with changes in law or regulations, provided that Metavante agrees to allocate such charges pro rata among all affected customers to the extent reasonably possible.

6. PERFORMANCE WARRANTY/EXCLUSIVE REMEDY/DISCLAIMER OF ALL OTHER WARRANTIES

- 6.1 <u>Performance Warranty</u>. Metavante warrants that it will provide the Services in a commercially reasonable manner in substantial conformity with the Documentation (the "Performance Warranty"). THIS PERFORMANCE WARRANTY IS SUBJECT TO THE WARRANTY EXCLUSIONS SET FORTH BELOW IN SECTION 6.20.
- 6.2 <u>Performance Warranty Exclusions</u>. Except as may be expressly agreed in writing by Metavante, Metavante's Performance Warranty does not apply to:
- A. defects, problems, or failures caused by the Customer's nonperformance of obligations essential to Metavante's performance of its obligations; and/or
 - B. defects, problems, or failures caused by an event of force majeure.
- 6.3 <u>DISCLAIMER OF ALL OTHER WARRANTIES</u>. THIS PERFORMANCE WARRANTY, AND THE WARRANTIES IN SECTION 12 HEREOF, ARE IN LIEU OF, AND Metavante DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT Metavante KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, Metavante DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN CUSTOMER WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.

7. MODIFICATION OR PARTIAL TERMINATION; EXCLUSIVE PROVIDER

- 7.1 <u>Modifications to Services</u>. Metavante may relocate, modify, amend, enhance, update, or provide an appropriate replacement for the software used to provide the Services, or any element of its systems or processes at any time or withdraw, modify or amend any function of the Services, provided that the functionality of the Services is not materially adversely affected.
- 7.2 <u>Partial Termination by Metavante</u>. Except as may be provided in any Schedule, Metavante may, at any time, withdraw any of the Services upon providing ninety (90) days' prior written notice to Customer, provided that Metavante withdraws such Service(s) from its entire customer base. Metavante may also terminate any function or any Services immediately in the event that providing such function or Services for Customer violates applicable law or regulation or the rights of any Third Party. If Metavante terminates any Service, Metavante agrees to assist Customer, without additional charge, in identifying an alternate provider of such terminated Service.
- 7.3 <u>Exclusive Provider</u>. Customer agrees that, during the Term, Customer shall obtain exclusively from Metavante all of its requirements covered by the Services.

8. TERMINATION/DEFAULT

- 8.1 For Cause. If either party fails to perform any of its material obligations under this Agreement (a "Default") and does not cure such Default in accordance with this Section, then the non-defaulting party may, by giving notice to the other party, terminate this Agreement as of the date specified in such notice of termination, or such later date agreed to by the parties, and/or recover Damages. A party may terminate the Agreement in accordance with the foregoing if such party provides written notice to the defaulting party and either (a) the defaulting party does not cure the Default within thirty (30) days of the defaulting party's receipt of notice of the Default, if the Default is capable of cure within thirty (30) days, or (b) if the Default is not capable of cure within thirty (30) days, the defaulting party does not both (i) implement a plan to cure the Default within thirty (30) days of receipt of notice of the Default, and (ii) diligently carry-out the plan in accordance with its terms. The parties acknowledge and agree that a failure to pay any amount when due hereunder shall be a Default that is capable of being cured within thirty (30) days. The parties acknowledge and agree that any error in processing data, preparation or filing of a report, form, or file, or the failure to perform Services as required hereunder shall be satisfactorily cured upon the completion of accurate re-processing, the preparation or filing of the accurate report, form, or file, or the re-performance of the Services in accordance with applicable requirements, respectively.
- 8.2 For Insolvency. Subject to the provisions of Title 11, United States Code, if either party becomes or is declared insolvent or bankrupt, is the subject to any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, or is subject to regulatory sanction by any Federal Regulator, then the other party may, by giving written notice to such party, may terminate this Agreement as of a date specified in such notice of termination; provided that the foregoing shall not apply with respect to any involuntary petition in bankruptcy filed against a party unless such petition is not dismissed within sixty (60) days of such filing.

9. POST TERMINATION RIGHTS AND RESPONSIBILITIES

- 9.1 <u>Termination Assistance</u>. Following the expiration or early termination of this Agreement, Metavante shall provide Customer, at Customer's expense, all necessary assistance to facilitate the orderly transition of Services to Customer or its designee ("Termination Assistance"). As part of the Termination Assistance, Metavante shall assist Customer to develop a plan for the transition of all Services then being performed by Metavante under this Agreement, from Metavante to Customer or its designee, on a reasonable schedule developed jointly by Metavante and Customer. Prior to providing any Termination Assistance, Metavante shall deliver to Customer a good faith estimate of all such Expenses and charges including charges for custom programming services. Customer understands and agrees that all Expenses and charges for Termination Assistance shall be computed in accordance with Metavante's then current standard prices for such products, materials and services. Nothing contained herein shall obligate Customer to receive Termination Assistance from Metavante.
- 9.2 <u>Continuation of Services</u>. Unless Metavante terminates this Agreement for Customer's default, upon at least ninety (90) days' prior written request by Customer, Metavante shall continue to provide Customer all Services and the Effective Date of Termination shall be extended for a maximum period of twelve (12) months. If Customer elects to receive the Services for such period, Metavante's then current standard pricing shall continue to apply to the provision and receipt of such Services.

10. LIMITATION OF LIABILITY/MAXIMUM DAMAGES ALLOWED

- 10.1 <u>Equitable Relief</u>. Either party may seek equitable remedies, including injunctive relief, for a breach of the other party's obligations under Section 13 of this Agreement.
- 10.2 Exclusion of Incidental and Consequential Damages. INDEPENDENT OF, SEVERABLE FROM, AND TO BE ENFORCED INDEPENDENTLY OF ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE OTHER PARTY'S RIGHTS) IN CONTRACT, TORT, (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND-INCLUDING LOST PROFITS, LOSS OF BUSINESS, OR OTHER ECONOMIC DAMAGE, AND FURTHER INCLUDING INJURY TO PROPERTY, AS A RESULT OF BREACH OF ANY WARRANTY OR OTHER TERM OF THIS AGREEMENT, INCLUDING ANY FAILURE OF PERFORMANCE, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
- 10.3 <u>Maximum Damages Allowed</u>. Notwithstanding any other provision of this Agreement, and for any reason, including breach of any duty imposed by this Agreement or independent of this Agreement, and regardless of any claim in contract, tort (including negligence) or otherwise, Metavante's total, aggregate liability under this Agreement shall in no circumstance exceed payments made to Metavante by Customer for the Service to which the claim relates during the three (3) months prior to the act or event giving rise to such claim.
- 10.4 <u>Statute of Limitations</u>. No lawsuit or other action may be brought by either party hereto, or on any claim or controversy based upon or arising in any way out of this Agreement, after one (1) year from the date on which the cause of action arose regardless of the nature of the claim or form of action, whether in contract, tort (including negligence) or otherwise; provided, however, the foregoing limitation shall not apply to the collection of any amounts due Metavante under this Agreement.
- 10.5 Tort Claim Waiver. In addition to and not in limitation of any other provision of this Section 10, each party hereby knowingly, voluntarily, and intentionally waives any right to recover from the other party, and Customer waives any right to recover from any Eligible Provider, any economic losses or damages in any action brought under tort theories, including, misrepresentation, negligence and/or strict liability and/or relating to the quality or performance of any products or services provided by Metavante. For purposes of this waiver, economic losses and damages include monetary losses or damages caused by a defective product or service except personal injury or damage to other tangible property. Even if remedies provided under this Agreement shall be deemed to have failed of their essential purpose, neither party shall have any liability to the other party under tort theories for economic losses or damages.

10.6 <u>Essential Elements</u>. Customer and Metavante acknowledge and agree that the limitations contained in this Section 10 are essential to this Agreement, and that Metavante has expressly relied upon the inclusion of each and every provision of this Section 10 as a condition to executing this Agreement.

11. INSURANCE AND INDEMNITY

11.1 Insurance.

- (a) Metavante shall not commence work under this Agreement until all certificates have been received. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the Customer of any material change, cancellation, or termination at least thirty (30) days in advance.
- (b) Worker's Compensation Insurance. During the duration of this Agreement, Metavante shall maintain Worker's Compensation Insurance in the amount and type required by law, if applicable.
 - (c) Metavante shall maintain the following insurance for the duration of this Agreement:
- (i) Commercial general liability in an amount of \$1,000,000.00 per occurrence; claims made and modified occurrence policies are not acceptable; Insurance companies must have a Best's Guide Rating of A- Class VII or better.
- (ii) Commercial crime policy in an amount of \$1,000,000.00 per occurrence, including employee dishonesty, forgery, alteration, and theft. Alternatively, Metavante may post a fidelity bond in the amount of \$250,000 to comply with this requirement.
- (d) Customer and its officers, officials, employees, agents shall be named as an additional insureds on the certificate of insurance for liability arising out of work or operations performed by or on behalf of Metavante. Metavante shall provide to Customer proof of insurance.
- (e) For any claims related to this Agreement, wherein negligence is due to an error by Metavante, Metavante's insurance general liability coverage shall be primary insurance with respect to Customer, its officers, officials, employees, agents. For any claim where Customer is solely negligent or there is contributory negligence insurance coverage should be shared.
- 11.2 <u>Indemnity</u>. Nothing herein shall require Customer to defend or indemnify Metavante against liability caused by Metavante in the performance of the Services.

12. AUTHORITY

12.1 Metavante. Metavante warrants that:

- A. Metavante has the right to provide the Services hereunder, using all computer software required for that purpose.
- B. Metavante is a corporation validly existing and in active status under the laws of the State of Wisconsin. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement have been duly authorized by Metavante, and this Agreement is enforceable in accordance with its terms against Metavante. No approval, authorization or consent of any governmental or regulatory authorities is required to be obtained or made by Metavante in order for Metavanteto enter into and perform its obligations under this Agreement.

12.2 <u>Customer</u>. Customer warrants that:

- A. Customer has all required licenses and approvals necessary to use the Services in the operation of its business.
- B. Customer is a corporation validly existing and in good standing under the laws of the state of its incorporation. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement have been duly authorized by Customer, and this Agreement is enforceable in accordance with its terms against Customer. No approval, authorization or consent of any governmental or regulatory authorities is required to be obtained or made by Customer in order for Customer to enter into and perform its obligations under this Agreement.

13. CONFIDENTIALITY AND OWNERSHIP

- 13.1 <u>Customer Data</u>. Customer shall remain the sole and exclusive owner of all Customer Data and its Confidential Information (as defined in Section 13.3), regardless of whether such data is maintained on magnetic tape, magnetic disk, or any other storage or processing device. All such Customer Data and other Confidential Information shall, however, be subject to regulation and examination by the appropriate auditors and regulatory agencies to the same extent as if such information were on Customer's premises.
- 13.2 <u>Metavante Systems</u>. Customer acknowledges that it has no rights in any software, systems, documentation, guidelines, procedures and similar related materials or any modifications thereof provided by Metavante, except with respect to Customer's use of the same during the Term to process its data.
- 13.3 <u>Confidential Information</u>. "Confidential Information" of a party shall mean all confidential or proprietary information and documentation of such party, whether or not marked as such including, with respect to Customer, all Customer Data. Confidential Information shall not include: (i) information which is or becomes publicly available (other than by the party having the obligation of confidentiality) without breach of this Agreement; (ii) information independently developed by the receiving party; (iii) information received from a Third Party not under a confidentiality obligation to the disclosing party; or (iv) information already in the possession of the receiving party without obligation of confidence at the time first disclosed by the disclosing party. The parties acknowledge and agree that the substance of the negotiations of this Agreement, and the terms of this Agreement are considered Confidential Information subject to the restrictions contained herein.

- 13.4 Obligations of the Parties. Except as permitted under this Section 13.4 and applicable law, neither party shall use, copy, sell, transfer, publish, disclose, display, or otherwise make any of the other party's Confidential Information available to any Third Party without the prior written consent of the other party. Each party shall hold the Confidential Information of the other party in confidence and shall not disclose or use such Confidential Information other than for the purposes contemplated by this Agreement and, to the extent that Confidential Information of Customer may be subject to the Privacy Regulations, as permitted by the Privacy Regulations, and shall instruct their employees, agents, and contractors to use the same care and discretion with respect to the Confidential Information of the other party or of any Third Party utilized hereunder that Metavante and Customer each require with respect to their own most confidential information, but in no event less than a reasonable standard of care, including the utilization of security devices or procedures designed to prevent unauthorized access to such materials. Each party shall instruct its employees, agents, and contractors of its confidentiality obligations hereunder and not to attempt to circumvent any such security procedures and devices. Each party's obligation under the preceding sentence may be satisfied by the use of its standard form of confidentiality agreement, if the same reasonably accomplishes the purposes here intended. All such Confidential Information shall be distributed only to persons having a need to know such information to perform their duties in conjunction with this Agreement. A party may disclose Confidential Information of the other party if required to do so by subpoena, court or regulatory order, or other legal process, provided the party notifies the other party of its receipt of any such process, and reasonably cooperates, at the other party's expense, with efforts of the disclosing party to prevent or limit discl
- 13.5 <u>Information Security.</u> Metavante shall be responsible for establishing and maintaining an information security program that is designed to (i) ensure the security and confidentiality of Customer Data, (ii) protect against any anticipated threats or hazards to the security or integrity of Customer Data, (iii) protect against unauthorized access to or use of Customer Data that could result in substantial harm or inconvenience to Customer or any of its customers, and (iv) ensure the proper disposal of Customer Data. Customer shall be responsible for maintaining security for its own systems, servers, and communications links as necessary to (a) protect the security and integrity of Metavante's systems and servers on which Customer Data is stored, and (b) protect against unauthorized access to or use of Metavante's systems and servers on which Customer Data is stored. Metavante will (1) take appropriate action to address any incident of unauthorized access to Customer Data and (2) notify Customer as soon as possible of any incident of unauthorized access to Sensitive Customer Information and any other breach in Metavante's security that materially affects Customer or Customer's customers. Either party may change its security procedures from time to time as commercially reasonable to address operations risks and concerns in compliance with the requirements of this section.
- 13.6 Ownership and Proprietary Rights. Metavante reserves the right to determine the hardware, software and tools to be used by Metavante in performing the Services. Metavante shall retain title and all other ownership and proprietary rights in and to its Confidential Information and the Metavante Proprietary Materials and Information, and any and all derivative works based thereon. Such ownership and proprietary rights shall include any and all rights in and to patents, trademarks, copyrights, and trade secret rights. Customer agrees that the Metavante Proprietary Materials and Information are not "work made for hire" within the meaning of U.S. Copyright Act 17 U.S.C. Section 101.
- 13.7 The Privacy Regulations. In the event that Customer requests Metavante to disclose to any Third Party or to use any of Customer's Confidential Information, and such Confidential Information is or may be subject to the Privacy Regulations, Metavante reserves the right, prior to such disclosure or use, (i) to review any initial, annual, opt-out, or other privacy notice that Customer issued with respect to such Confidential Information pursuant to the Privacy Regulations, and if requested by Metavante, Customer shall promptly provide Metavante with any such notice, and (ii) to decline to disclose to such Third Party or to use such Confidential Information if Metavante, in Metavante's sole discretion, believes that such disclosure or use is or may be prohibited by the Privacy Regulations or by any such notice.
- 13.8 <u>Publicity</u>. Neither party shall refer to the other party directly or indirectly in any media release, public announcement or public disclosure relating to this Agreement or its subject matter, in any promotional or marketing materials, lists or business presentations, without consent from the other party for each such use or release in accordance with this Section, provided that Metavante may include Customer's name in Metavante's customer list and may identify Customer as its customer in its sales presentations and marketing materials without obtaining Customer's prior consent. Notwithstanding the foregoing, at Metavante's request Customer agrees to issue a joint press release prepared by Metavante to announce the relationship established by the parties hereunder. Customer agrees that such press release shall be deemed approved by Customer in the event that, within five (5) Business Days of receiving Metavante's proposed press release. Customer does not provide written notice to Metavante describing in reasonable detail Customer's objections to the press release. All other media releases, public announcements, and public disclosures by either party relating to this Agreement or the subject matter of this Agreement (each, a "Disclosure"), including promotional or marketing material, but not including (i) announcements intended solely for internal distribution, or (ii) disclosures to the extent required to meet legal or regulatory requirements beyond the reasonable control of the disclosing party, shall be subject to review and approval, which approval shall not be unreasonably withheld, by the other party prior to release. Such approval shall be deemed to be given if a party does not object to a proposed Disclosure within five (5) Business Days of receiving same.

14. DISASTER RECOVERY

- 14.1 <u>Services Continuity Plan</u>. Metavante shall maintain throughout the Term of the Agreement a Services Continuity Plan (the "Plan"). The Plan provides that, in the event of a Disaster, Metavante will be able to resume the Services in accordance therewith within the time periods specified in the Plan.
 - 14.2 Annual Test. Metavante shall test its Plan by conducting one (1) test annually.

15. GENERAL TERMS AND CONDITIONS

15.1 Regulatory Compliance.

A. Customer shall be solely responsible for monitoring and interpreting (and for complying with, to the extent such compliance requires no action by Metavante) the Legal Requirements.

- B. <u>Audits</u>. Metavante shall cause a Third Party review of its operations and related internal controls to be conducted annually by its independent auditors.
- 15.2 <u>Transmission of Data</u>. If the Services require transportation or transmission of data between Metavante and Customer, the responsibility and expense for transportation and transmission of, and the risk of loss for, data and media transmitted between Metavante and Customer shall be borne by Customer. Data lost by Metavante following receipt, shall either be restored by Metavante from its backup media or shall be reprocessed from Customer's backup media at no additional charge to Customer.
- 15.3 Reliance on Data. Metavante will perform the Services described in this Agreement on the basis of information furnished by Customer. Metavante shall be entitled to rely upon any such data, information, directions, or instructions as provided by Customer (whether given by letter, memorandum, telegram, cable, telex, telecopy facsimile, computer terminal, e-mail, other "on line" system or similar means of communication, or orally over the telephone or in person), and shall not be responsible for any liability arising from Metavante's performance of the Services in accordance with Customer's instructions. Customer assumes exclusive responsibility for the consequences of any instructions Customer may give Metavante, for Customer's failure to properly access the Services in the manner prescribed by Metavante, and for Customer's failure to supply accurate input information. Customer shall be responsible for discovering and reporting errors and, if necessary, supplying the data necessary to correct such error to Metavante for processing at the earliest possible time, but no later than five (5) days following the date of any daily report or thirty (30) days following the date of any monthly report reflecting the error. Customer's failure to notify Metavante of errors or discrepancies within such period shall constitute Customer's agreement that it has reviewed and approved the content of each such report using proper internal control review procedures.
- 15.4 <u>Use of Services</u>. Customer agrees that, except as otherwise permitted in this Agreement or in writing by Metavante, Customer will use the Services only for its own internal business purposes to service its bona fide customers and clients and will not sell or otherwise provide, directly or indirectly, any of the Services or any portion thereof to any Third Party. Customer agrees that Metavante may use all suggestions, improvements, and comments regarding the Services that are furnished by Customer to Metavante in connection with this Agreement, without accounting or reservation. Unless and except to the extent that Metavante has agreed to provide customer support services for Customer, Customer shall be responsible for handling all inquiries of its customers relating to Services performed by Metavante, including inquiries regarding credits or debits to a depositor's account. Metavante agrees to reasonably assist Customer in responding to such inquiries by providing such information to Customer as Metavante can reasonably provide. Customer is responsible for its decisions regarding its business risks (including risk of credit losses, fraud losses, counterfeit losses, and fees and fines for noncompliance with laws, regulations, or Visa/MasterCard rules, if applicable). Metavante will provide Customer with certain reports (some in paper form, some in microfiche form, and/or some available on-line or through some other electronic media), including management reports, but Customer is responsible to review, monitor, and act upon information in such reports to minimize and control risks, losses, fees, and fines. Customer shall be responsible to furnish and pay for all forms and documents used by Customer and shall be solely responsible for the compliance of such forms, documents, and procedures with the operating requirements of Metavante may provide sample forms, documents, and procedures to Customer for information purposes, but Metavante makes no warranty or representation as to the legality or accuracy of suc
- 15.5 <u>Solicitation</u>. Customer shall not solicit the employees of Metavante for employment during the Term of this Agreement, for any reason. The foregoing shall not preclude Customer from employing any such employee (i) who seeks employment with Customer in response to any general advertisement or solicitation that is not specifically directed towards employees of Metavante or (ii) who contacts Customer on his or her own initiative without any direct or indirect solicitation by Customer.
- 15.6 Performance by Subcontractors. Customer understands and agrees that the actual performance of the Services may be made by Metavante, one or more Affiliates of Metavante, or subcontractors of any of the foregoing Entities (collectively, the "Eligible Providers"). For purposes of this Agreement, performance of the Services by any Eligible Provider shall be deemed performance by Metavante itself. Metavante shall remain fully responsible for the performance or non-performance of the Services by any Eligible Provider, to the same extent as if Metavante itself performed or failed to perform such services. Customer agrees to look solely to Metavante, and not to any Eligible Provider, for satisfaction of any claims Customer may have arising out of this Agreement or the performance or nonperformance of Services. However, in the event that Customer contracts directly with a Third Party for any products or services (a "Third Party Contract"), Metavante shall have no liability to Customer for any products or services provided under any Third Party Contract, even if such products or services are necessary for Customer to access or receive the Services hereunder.
- 15.7 <u>Networks</u>. Customer acknowledges and agrees that Metavante may suspend the Services or terminate this Agreement in the event that any Network takes action that limits or impairs Metavante's ability to perform the Services.

MISCELLANEOUS PROVISIONS

- 16.1 <u>Governing Law.</u> The validity, construction and interpretation of this Agreement and the rights and duties of the parties hereunder shall be governed by the internal laws of the State of California, excluding its principles of conflict of laws.
- 16.2 <u>Venue and Jurisdiction</u>. In the event of litigation to enforce the terms of this Agreement, the parties consent to venue in an exclusive jurisdiction of the courts of Orange County, California and the Federal District Court for the Central District of California. The parties further consent to the jurisdiction of any federal or state court located within a district which encompasses assets of a party against which a judgment has been rendered, either through arbitration or litigation, for the enforcement of such judgment or award against such party or the assets of such party.
- 16.3 Entire Agreement; Amendments. This Agreement, together with the exhibits and schedules hereto, constitutes the entire agreement between Metavante and the Customer with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including the exhibits and schedules hereto, may be amended only by an instrument in writing executed by the parties or their permitted assignees.

- 16.4 <u>Relationship of Parties</u>. The performance by Metavante of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall create or imply an agency relationship between Customer and Metavante, nor shall this Agreement be deemed to constitute a joint venture or partnership between Customer and Metavante.
- 16.5 <u>Affiliates</u>. Customer agrees that it is responsible for assuring compliance with this Agreement by those Affiliates receiving Services under this Agreement. Customer agrees to be responsible for the submission of its Affiliates' data to Metavante for processing and for the transmission to Customer's Affiliates of such data processed by and received from Metavante. Customer agrees to pay any and all fees owed under this Agreement for Services rendered to its Affiliates.
- 16.6 <u>Assignment</u>. This Agreement may not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided that (a) Metavante's consent need not be obtained in connection with the assignment of this Agreement pursuant to a merger in which Customer is a party; and (b) Metavante may freely assign this Agreement (i) in connection with a merger, corporate reorganization or sale of all or substantially all of its assets, stock or securities, or (ii) to any Entity which is a successor to the assets or the business of Metavante.
- 16.7 <u>Notices</u>. Except as otherwise specified in the Agreement, all notices, requests, approvals, consents and other communications required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by (i) first class U.S. mail, registered or certified, return receipt requested, postage pre-paid; or (ii) U.S. express mail, or other, similar overnight courier service to the address specified below. Notices shall be deemed given on the day actually received by the party to whom the notice is addressed.

CITY OF GARDEN GROVE

11222 Acacia Parkway Garden Grove, CA 92840

Attn: City Manager

Hershal Skidmore, Financial Services Manager

Same as above

METAVANTE CORPORATION

4900 West Brown Deer Road Milwaukee, WI 53223

Attn: Bruce Hopkins

Risk Management and Legal Division

Copy to:

Copy to:

In the case of Customer:

For Billing Purposes:

In the case of Metavante:

- 16.8 <u>Waiver</u>. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.
- 16.9 <u>Severability</u>. If any provision of this Agreement is held by court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect. Sections 1, 5, 6, 9, 10, 11, 12, 13, 16, and 17 shall survive the expiration or earlier termination of this Agreement for any reason.
- 16.10 Attorneys' Fees and Costs. If any legal action is commenced in connection with the enforcement of this Agreement or any instrument or agreement required under this Agreement, the prevailing party shall be entitled to costs, attorneys' fees actually incurred, and necessary disbursements incurred in connection with such action, as determined by the court.
- 16.11 No Third Party Beneficiaries. Each party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Customer and Metavante.
- 16.12 Force Majeure. Notwithstanding any provision contained in this Agreement, neither party shall be liable to the other to the extent fulfillment or performance if any terms or provisions of this Agreement is delayed or prevented by revolution or other civil disorders; wars; acts of enemies; strikes; lack of available resources from persons other than parties to this Agreement; labor disputes; electrical equipment or availability failure; fires; floods; acts of God; federal, state or municipal action; statute; ordinance or regulation; or, without limiting the foregoing, any other causes not within its control, and which by the exercise of reasonable diligence it is unable to prevent, whether of the class of causes hereinbefore enumerated or not. This clause shall not apply to the payment of any sums due under this Agreement by either party to the other.
- 16.13 <u>Negotiated Agreement</u>. Metavante and Customer each acknowledge that the limitations and exclusions contained in this Agreement have been the subject of active and complete negotiation between the parties and represent the parties' voluntary agreement based upon the level of risk to Customer and Metavante associated with their respective obligations under this Agreement and the payments to be made to Metavante and the charges to be incurred by Metavante pursuant to this Agreement. The parties agree that the terms and conditions of this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this document.
- 16.14 <u>Construction</u>. Metavante and Customer each acknowledge that the limitations and exclusions contained in this Agreement have been the subject of active and complete negotiation between the parties and represent the parties' voluntary agreement based upon the level of risk to Customer and Metavante associated with their respective obligations under this Agreement and the payments to be made to Metavante and the charges to be incurred by Metavante pursuant to this Agreement. The parties agree that the terms and conditions of this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this document.

- 16.15 <u>Waiver of Jury Trial</u>. Each of Customer and Metavante hereby knowingly, voluntarily and intentionally waives any and all rights it may have to a trial by jury in respect of any litigation based on, or arising out of, under, or in connection with, this Agreement or any course of conduct, course of dealing, statements (whether verbal or written), or actions of Metavante or Customer, regardless of the nature of the claim or form of action, contract or tort, including negligence.
- 16.16 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

17. **DEFINITIONS**

. . . .

- A. "Affiliate" shall mean, with respect to a party, any Entity at any time Controlling, Controlled by or under common Control with, such party.
- B. "Agreement" shall mean this agreement and all schedules and exhibits attached hereto, which are expressly incorporated, any future amendments thereto, and any future schedules and exhibits added hereto by mutual agreement.
 - C. "Business Days" shall be Mondays through Fridays except holidays recognized by the Federal Reserve Bank of Chicago.
- D. "Change in Control" shall mean any event or series of events by which (i) any person or entity or group of persons or entities shall acquire Control of another person or entity or (ii) in the case of a corporation, during any period of 12 consecutive months commencing before or after the date hereof, individuals who at the beginning of such 12-month period were directors of such corporation shall cease for any reason to constitute a majority of the board of directors of such corporation.
 - E. "Commencement Date" shall mean the date on which Metavante first provides the Initial Services to Customer.
 - F. "Confidential Information" shall have the meaning set forth in Section 13.3 above.
- G. "Consumer" shall mean an individual who obtains a financial product or service from Customer to be used primarily for personal, family, or household purposes and who has a continuing relationship with Customer.
- H. "Contract Year" shall mean successive periods of twelve months, the first of which (being slightly longer than twelve (12) months) shall commence on the Commencement Date and terminate on the last day of the month in which the first anniversary of the Commencement Date occurs.
- I. "Control" shall mean the direct or indirect ownership of over 50% of the capital stock (or other ownership interest, if not a corporation) of any Entity or the possession, directly or indirectly, of the power to direct the management and policies of such Entity by ownership of voting securities, by contract or otherwise. "Controlling" shall mean having Control of any Entity and "Controlled" shall mean being the subject of Control by another Entity.
- J. "Credit Card Services" shall mean Services in support of Customer's credit card processing or merchant transaction processing business.
- K. "Customer Data" means any and all data and information of any kind or nature submitted to Metavante by Customer, or received by Metavante on behalf of Customer, necessary for Metavante to provide the Services.
- L. "Damages" shall mean actual and verifiable monetary obligations incurred, or costs paid (except overhead costs, attorneys' fees, and court costs) which (a) would not have been incurred or paid but for a party's action or failure to act in breach of this Agreement, and (b) are directly and solely attributable to such breach, but excluding any and all consequential, incidental, punitive and exemplary damages.
- M. "Documentation" shall mean Metavante's standard user instructions relating to the Services, including tutorials, on-screen help, and operating procedures, as provided to Customer in written or electronic form.
- N. "Effective Date" shall mean the date so defined on the signature page of this Agreement, or, if blank, the date executed by Metavante, as reflected in Metavante's records.
- O. "Effective Date of Termination" shall mean the last day on which Metavante provides the Services to Customer (excluding any services relating to termination assistance).
 - P. "Eligible Provider" shall have the meaning as set forth in Section 15.6 above.
- Q. "Employment Cost Index" shall mean the Employment Cost Index (not seasonally adjusted) as promulgated by the United States Department of Labor's Bureau of Labor Statistics (or any successor index).
- R. "Entity" means an individual or a corporation, partnership, sole proprietorship, limited liability company, joint venture or other form of organization, and includes the parties hereto.
- S. "Expenses" shall mean any and all reasonable and direct expenses paid by Metavante to Third Parties in connection with the Services provided to or on behalf of Customer under this Agreement, including any postage, supplies, materials, travel and lodging and telecommunication fees, but not payments to Eligible Providers.
- T. "Federal Regulator" shall mean the Chief Examiner of the Federal Home Loan Bank Board, the Office of Thrift Supervision, the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the Federal Reserve Board, or their successors, as applicable.
- U. "Implementation" shall mean the integration of Customer's systems with Metavante's systems and, as applicable, transfer of Customer's data to the Metavante system and integration thereof, such that Customer is able to receive the Services in a live operating environment.

- V. "Implementation Date" shall mean the date on which Implementation for Customer or a particular Affiliate has been completed.
- W. "Implementation Period" shall mean that portion of the Term beginning on the Effective Date and ending on the Implementation Date.
- X. "Initial Services" shall mean all Services requested by Customer from Metavante under this Agreement prior to the Commencement Date. The Initial Services requested as of the Effective Date are set forth in the schedules attached hereto, which shall be modified to include any additional services requested by Customer prior to the Commencement Date.
 - Y. "Initial Term" shall mean the period set forth on the first page of this Agreement.
 - Z. "Legal Requirements" shall mean the federal and state laws, rules and regulations pertaining to Customer's business.
 - AA. "MasterCard" shall mean MasterCard International, Inc.
- BB. "Metavante Proprietary Materials and Information" shall mean the Metavante Software and all source code, object code, documentation (whether electronic, printed, written or otherwise), working papers, non-customer data, programs, diagrams, models, drawings, flow charts and research (whether in tangible or intangible form or in written or machine readable form), and all techniques, processes, inventions, knowledge, know-how, trade secrets (whether in tangible or intangible form or in written or machine readable form), developed by Metavante prior to or during the Term of this Agreement, and such other information relating to Metavante or the Metavante Software that Metavante identifies to Customer as proprietary or confidential at the time of disclosure.
 - CC. "Metavante Software" shall mean the software owned by Metavante and used to provide the Services.
- DD. "Network" shall mean a shared system operating under a common name through which member financial institutions are able to authorize, route, process and settle Transactions (e.g., MasterCard and Visa).
- EE. "New Services" shall mean any services not included in the Initial Services. Upon mutual agreement of the parties, New Services shall be included in the term "Services."
 - FF. "Plan" shall have the meaning set forth in Section 14.1 above.
- GG. "Privacy Regulations" shall mean the regulations promulgated under Section 504 of the Gramm-Leach-Bliley Act, Pub. L. 106-102, as such regulations may be amended from time to time.
- HH. "Professional Services" shall mean services provided by Metavante for Implementation, training, consulting or to review or implement New Services or enhancements to existing Services.
- II. "Sensitive Customer Information" shall mean Customer Data with respect to a Consumer that is (a) such Consumer's name, address or telephone number, in conjunction with such Consumer's Social Security number, account number, credit or debit card number, or a personal identification number or password that would permit access to such Consumer's account or (b) any combination of components of information relating to such Consumer that would allow a person to log onto or access such Consumer's account, such as user name and password or password and account number.
- JJ. "Services" shall mean the services, functions and responsibilities described in this Agreement to be performed by Metavante during the Term and shall include New Services which are agreed to by the parties in writing.
- KK. "Taxes" shall mean any manufacturers, sales, use, gross receipts, excise, personal property or similar tax or duty assessed by any governmental or quasi-governmental authority upon or as a result of the execution or performance of any service pursuant to this Agreement or materials furnished with respect to this Agreement, except any income, franchise, privilege or like tax on or measured by Metavante's net income, capital stock or net worth.
- LL. "Term" shall mean the Initial Term and any extension thereof, unless this Agreement is earlier terminated in accordance with its provisions.
 - MM. "Third Party" shall mean any Entity other than the parties or any Affiliates of the parties.
- NN. "Tier 1 Support" shall mean the provision of customer service and technical support to end users. The Metavante customer care agents provide assistance with the following, but not limited to payment verification, payee set up, opening service requests for payment research, user education on how to use the Metavante products, technical support with using and accessing the products, and technical support for some browser issues.
- OO. "Tier 2 Support" shall mean the provison of support to end users for consumer initiated payment issues such as payment not posted, stop payment, late fees, and payment posted for incorrect amount. The Metavante payment research team acts as an advocate to the payee on behalf of the end-user to research and resolve the payment issue in a timely manner.
 - PP. "Visa" shall mean VISA U.S.A., Inc.

PAYMENT PROCESSING SCHEDULE

Please Note: Link2Gov Corp. is Metavante's Eligible Provider for the Processing Services described in this Payment Processing Schedule, and therefore, this Payment Processing Schedule will refer to Link2Gov Corp. or Link2Gov or L2G.

This Payment Processing Schedule ("Processing Schedule") sets forth certain terms and conditions that govern Link2Gov's provision of the payment processing services described herein ("Processing Services") for Customer's credit card, debit card and electronic check transactions ("Transactions"). Capitalized terms not defined herein shall have the meaning ascribed thereto in the Agreement.

Link2Gov Obligations.

- 1.1 Link2Gov shall provide its Processing Services to support payments remitted to Customer. Link2Gov shall transmit Transaction files for authorization and settlement through Link2Gov's certified payment processor(s) (an "Approved Processor"). Funds for Transactions processed by Link2Gov hereunder shall be submitted to Customer's designated bank account as follows: (a) no more than two (2) business banking days after all Transactions (other than electronic check transactions) that are successfully processed prior to 5 p.m. EST on each business banking day (e.g. a transaction authorized at 2 p.m. EST on Monday will be submitted on Wednesday; a Transaction successfully processed at 8 p.m. EST on Monday will be submitted on Thursday); and (b) no more than five (5) business banking days for all electronic check transactions that are successfully processed prior to 5 p.m. EST on each business banking day. Link2Gov makes no representation or warranty as to when funds will be made available by Customer's bank.
- 1.2 Link2Gov shall provide Customer with level three customer service support, twenty-four (24) hours per day, seven (7) days per week, subject to commercially reasonable downtime, with toll-free voice communications lines and representatives to address Customer service requests. Additional support services provided by Link2Gov are set forth in Attachment 1 attached hereto.
- 1.3 Link2Gov's sole responsibility for any Transaction error or reversed Transaction is to determine whether any mechanical, procedural, or processing problems occurred at Link2Gov during the preparation of the Transaction file (including but not limited to rejection of files) and, if necessary, reprocess and resubmit the Transaction file without additional charge.

2. Customer Warranties.

- 2.1 As a condition to its receipt of the Processing Services, Customer represents and warrants that Customer shall execute and deliver any and all applications, agreements, certifications or other documents required by Networks or other third parties whose consent or approval is necessary for the processing of Transactions. "Network" is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle transactions among themselves, including, for example, networks operated by VISA USA and MasterCard, Inc., NYCE Corporation, American Express, and Discover.
- 2.2 Customer represents, warrants and agrees that it does and will comply with applicable laws and regulations and Network rules, regulations or operating guidelines. Customer shall notify Link2Gov in writing as soon as possible in the event a claim is either threatened or filed against Customer by any governmental organization having jurisdiction over the Customer related to the Processing Services. Customer shall also notify Link2Gov in writing as soon as possible in the event a claim is either threatened or filed against Customer relating to Transactions or the Processing Services or a fine or other penalty is assessed or threatened against Customer relating to Transactions or the Processing Services.
- 2.3 Customer represents, warrants and agrees that it is and will continue to be in full compliance with all applicable requirements of the Customer Information Security Program of VISA, the Site Data Protection Program of MasterCard, and similar programs of other Networks, and any modifications to such programs that may occur from time to time. Upon the request of Link2Gov, Customer shall provide Link2Gov with documentation reasonably satisfactory to Link2Gov verifying compliance with this Section 2.3.
- 2.4 Customer hereby grants Link2Gov the full right, power and authority to request, receive and review and data or records reflected in a Transaction Report. Customer represents and warrants that it has the full right and authority to grant the rights set forth in the preceding sentence.

3. License.

- 3.1 Link2Gov hereby grants Customer a non-exclusive, limited purpose object code license to use software required for use by Customer to allow Link2Gov to perform the Processing Services, if any (the "Software"). The scope of the foregoing license shall be strictly limited as specified herein, and shall not include any right to use, copy, modify, publish, license, sublicense, sell, market or distribute such Software, unless expressly authorized herein.
- 3.2 Nothing herein shall give Customer any right, title, or interest in the Software, or any modifications and enhancements thereto. As between Link2Gov and Customer, the Software is the sole and exclusive property of Link2Gov, and Link2Gov expressly reserves all rights to the Software not expressly granted to Customer herein. Customer shall not directly or indirectly decompile, reverse compile, reverse engineer, reverse assemble or otherwise derive a source code equivalent for the Software.
- 4. <u>User Interface Services</u>. If so provided in <u>Attachment 1</u> hereto, Link2Gov shall provide a user interface to the Processing Services in the form of a Virtual Terminal, IVR System, or Internet Private Label Site (the "Ul Services"). The following terms will apply to any such Services.
 - 4.1 Definitions. As used in this Section, the following terms have the following meanings:

"Customer Brand Features" are all trademarks, service marks, Look and Feel, logos and other distinctive brand features of Customer supplied to Link2Gov by Customer.

"Content" means the information made available to Customer End-Users via the UI Services, which may include, without limitation, text, graphics, data and other similar materials.

"Domain Name" is the unique address that identifies the location of a website on the Internet.

"Intellectual Property Rights" are any and all now known or hereafter known tangible and intangible: (i) rights associated with works of authorship throughout the world, including, without limitation, copyrights, moral rights, and mask-works; (ii) trademark and trade name rights and similar rights; (iv) trade secret rights; (v) patents, designs, algorithms and other industrial property rights; (vi) other intellectual and industrial property rights, whether arising by operation of law, contract, license, or otherwise; and (vii) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

"Internet" is any system for distributing digital electronic content and information to end users via transmission, broadcast, publication, public display, or other forms of delivery, whether direct or indirect, whether over telephone lines, cable television systems, optical fiber connections, cellular telephones, satellites, wireless broadcast, or other mode of transmission now known or subsequently developed.

"Internet Private Label Site" is a secure payment website on the Internet that presents the Look and Feel of a Customer's existing website, and is developed, hosted and maintained by Link2Gov pursuant to this Schedule, and at which a User may perform a Transaction.

"IVR System" is the telephony based payment system developed by Link2Gov or its designee at which a User may perform a Transaction.

"Look and Feel" means the elements of graphics, design, organization, presentation, layout, user interface, navigation and stylistic convention (including the digital implementations thereof) which are provided by, and unique to, Customer.

"Private Label Virtual Terminal" is a Virtual Terminal that presents the Look and Feel of the Customer and may include certain of the Customer Brand Features.

"User" is any person or entity who processes, or for whom Customer processes, a Transaction using the UI Services.

"User Information" means names, contact information, addresses and any other data concerning any User whose data is captured as part of a Transaction.

"Virtual Terminal" is a secure payment site on the Internet that is developed, hosted and maintained by Link2Gov pursuant to this Schedule, at which Customer may process Transactions made by Users. Virtual Terminal includes the Private Label Virtual Terminal.

4.2 Domain Names; Customer Brand Features.

- (a) Unless otherwise agreed by Link2Gov and Customer, Link2Gov shall own all Domain Names used to provide the UI Services, provided that Customer shall own any and all Domain Names used for the Internet Private Label Site or Private Label Virtual Terminal.
- (b) Link2Gov has the right to reject and remove any Content and/or Customer Brand Features at any time if Link2Gov reasonably believes that any such materials infringe any third-party Intellectual Property Right, are libelous or invade the privacy or violate other rights of any person, violate applicable laws or regulations, jeopardize the health or safety of any person, or are otherwise detrimental to the goodwill of Link2Gov.

4.3 Errors.

Link2Gov shall correct or cause to be corrected, with reasonable promptness and at its own cost, any errors in the UI Services that are caused by Link2Gov's failure to perform according to the terms of this Schedule or the Agreement. In no event shall Link2Gov be liable for any costs of corrections in excess of its own costs incurred to correct an error that Link2Gov is solely responsible for correcting.

4.4 Ownership.

- (a) All Customer Brand Features shall be owned exclusively by Customer. To the extent Link2Gov possesses any ownership rights in the Customer Brand Features, Link2Gov hereby irrevocably assigns to Customer all right, title and interest in and to all such Customer Brand Features, which includes, without limitation, all of Customer's Intellectual Property Rights therein. If Link2Gov has any such rights that cannot be assigned to Customer, Link2Gov waives the enforcement of such rights, and if Link2Gov has any rights that cannot be assigned or waived, Link2Gov hereby grants to Customer an exclusive, irrevocable, perpetual, worldwide, fully paid license to such rights (which includes the right to sublicense). Customer represents and warrants that it owns the Customer Brand Features and all Intellectual Property Rights therein and that such Customer Brand Features do not infringe upon any other material or violate or infringe upon the Intellectual Property Rights of any other party.
- (b) Subject only to Section 5.4(a) herein, all Intellectual Property Rights directly or indirectly related to the UI Services (which may include Software) shall be owned exclusively by Link2Gov (collectively, the "Link2Gov Property"). To the extent Customer possesses any ownership rights in the Link2Gov Property, Customer hereby irrevocably assigns to Link2Gov all right, title and interest in and to all such Link2Gov Property, which includes, without limitation, all applicable Intellectual Property Rights thereto. If Customer has any such rights that cannot be assigned to Link2Gov, Customer waives the enforcement of such rights, and if Customer has any rights that cannot be assigned or waived, Customer hereby grants to Link2Gov an exclusive, irrevocable, perpetual, worldwide, fully paid license to such rights (which includes the right to sublicense). Link2Gov represents and warrants that it owns or has rights to the Link2Gov Property and all Intellectual Property rights therein and that such Link2Gov Property does not infringe upon any other material or violate or infringe upon the Intellectual Property Rights of any other party.

4.5 License.

Customer hereby grants Link2Gov a non-exclusive, worldwide license to use the Customer Brand Features for Link2Gov to perform its obligations hereunder. The scope of the foregoing license shall be limited as specified herein, and shall not include any right to use, copy, modify, publish, license, sublicense, sell, market or distribute such Customer Brand Features, unless expressly authorized herein. Customer is not hereby granted any right or license to use any trademarks, tradenames, or service marks of Link2Gov or its affiliates and subsidiaries.

Fees and Payment Terms.

- 5.1 In consideration of the Processing Services, Customer shall pay Link2Gov fees in accordance with <u>Attachment 1</u> to this Payment Processing Schedule ("Fees").
- 5.2 The Fees may be changed by Link2Gov during the Term in the event that any Network, telecommunications provider, government entity or third party service provider changes its fees to Link2Gov or Link2Gov incurs increased or additional costs arising out of changes in Network rules or applicable laws or regulations or the interpretation thereof.
- 5.3 Upon receipt of final notice of the result of a disputed Transaction (whether received by Link2Gov via a retrieval request or chargeback), Link2Gov will initiate and ACH debit to Customer's designated account for such amounts. This will appear as a single debit apart from daily processing. Any such amounts will then need to be collected by Customer from the cardholder using an alternative form of payment if Customer wishes to pursue the payment obligation.

ATTACHMENT 1

SERVICES AND CHARGES

PLEASE NOTE: THE APPLICATIONS/SERVICES LISTED IN THIS ATTACHMENT MAY POSSESS ADDITIONAL FEATURES AND FUNCTIONS WHICH HAVE NOT BEEN REQUESTED BY CUSTOMER AS PART OF THE INITIAL SERVICES. DURING THE TERM OF THIS AGREEMENT, FUTURE PRODUCT DEVELOPMENT WILL LIKELY CREATE ADDITIONAL FEATURES AND FUNCTIONS NOT CONTEMPLATED BY THIS AGREEMENT. UNLESS SPECIFICALLY NEGOTIATED BY THE PARTIES, THE DISCOUNTS (IF ANY) SPECIFIED IN THIS ATTACHMENT SHALL NOT APPLY TO SUCH ADDITIONAL OR FUTURE FEATURES/FUNCTIONS.

Agency/Merchant/Biller Funded Merchant Processing Buy Rates¹

Description: L2G will provide to Customer merchant transaction-processing services to existing and new Agencies/Departments/Merchants.

| CONNECTIVITY SERVICES | RATE | FREQUENCY | |
|---|-----------------------------|--|--|
| L2GNet payment gateway | \$0.05 | Per transaction | |
| PROCESSING SERVICES | BUY RATE | FREQUENCY | |
| Credit/Debit Discount rate ² | 2.35% + \$0.15 | Per transaction | |
| ACH/eCheck transaction rate | \$0.15 | Per item | |
| ACH/eCheck validation rate | \$0.15 | Per item | |
| Settlement ACH | \$0.20 | Per batch | |
| APPLICATION DEVELOPMENT SERVICES | BUY RATE | FREQUENCY | |
| Initial Setup Costs for initial Three (3) Page application framework | \$1,250.00 | One Time for application framework | |
| Boarding Fee | \$500.00 | Per application | |
| Application Maintenance (all applications) | \$25.00 | Per month per application | |
| Application development (changes to core/standardized applications, IVR, 3-Page, 5-Page, API, or Virtual Terminal) <pre>optional future service></pre> | \$2,500.00 + Hourly
Rate | Per application | |
| Application Setup (new application, IVR, 3-Page, API, or 5-Page) <pre><pre>optional future service></pre></pre> | \$2,500.00 | Per application not utilizing initial 3 Page application framework | |
| Application Setup (new Virtual Terminal, IP POS, or Dial POS application) <pre><pre>optional future service></pre></pre> | \$100.00 | Per POS application | |
| Voice talent recording (IVR only) <optional future="" service=""></optional> | \$1,500.00 | Per IVR application | |
| Non-standard product development rate ("Hourly Rate") <pre><pre></pre></pre> | \$250.00 | Per hour | |
| Application Service Provider ("ASP") | \$0.10 | Per transaction | |
| ANCILLARY SERVICES | BUY RATE | FREQUENCY | |
| Telecommunication cost (IVR only) | \$0.09 | Per minute | |
| Chargebacks (Credit) | \$10.00 | Per occurrence | |
| Returned ChecksACH (WEB) | \$1.00 | Per occurrence | |
| Returned ChecksACH (IVR) | \$2.50 | Per occurrence | |
| Debit Adjustments | \$5.00 | Per occurrence | |

¹ The Agency/Merchant Funded Merchant Processing Buy Rate plan applies to government, utility, and higher education applications and merchants.

© 2006 Metavante Corporation

1.

² This fee shall be analyzed every 6 months by L2G, should the card issuers raise the prevailing rates, L2G may open negotiations to adjust this fee appropriately.

| Consolidated Internet-based transaction reports | \$5.00 | Per month per application |
|---|-------------------|---------------------------|
| Collateral marketing material development | Quoted separately | Per campaign |
| Collateral marketing material printing | Quoted separately | Per campaign |
| HARDWARE | BUY RATE | |
| Devices TBD | Varies | Varies |

Convenience Fee Funded Merchant Processing Buy Rates³

Description: L2G will provide to Customer merchant transaction-processing services to existing and new Agencies/Departments/Merchants under a Convenience Fee Funded model.

Pricing Methodology

A fixed or variable convenience fee will be set upfront for all payment applications based on the average payment size for the Internet payment channel and the pricing matrix attached below⁴. Once established, the fee would remain fixed for an initial six-month pilot for all payment amounts for the payment application. After the initial pilot, the average payment amount would be reviewed and adjusted if the average payment falls into a different pricing category. After the initial pilot adjustment, the fee amount is reviewed on an annual basis. This methodology is utilized to meet the requirements of several Card Association regulations regarding the disallowance of different fees for different payment types for an individual payment application and the disallowance of a percentage-based fee for Visa convenience fees in a non-Pilot payment application⁵. L2G reserves the right to not accept Visa in situations where the distribution of payments amounts is material and the payment application does not qualify for the Visa Pilot program. Visa Pilot payment applications are listed in the following section.

Web Convenience Fee Buy Rate Matrix:

| AVERAGE PAYMENT AMOUNT | CONVENIENCE FEE |
|------------------------|-----------------|
| \$0.00 - \$59.99 | \$1.49 |
| \$60.00 - \$79.99 | \$1.99 |
| \$80.00 ~ \$99.99 | \$2.49 |
| \$100.00 - \$119.99 | \$2.99 |
| \$120.00 - \$139.99 | \$3.49 |
| \$140.00 - \$159.99 | \$3.99 |
| \$160.00 - \$179.99 | \$4.49 |
| \$180.00 - \$199.99 | \$4.99 |
| \$200.00 - \$219.99 | \$5.49 |
| \$220.00 - \$239.99 | \$5.99 |
| \$240.00 + | 2.49% |

IVR Convenience Fee Buy Rate Matrix:

| AVERAGE PAYMENT AMOUNT | CONVENIENCE FEE |
|------------------------|-----------------|
| \$0.00 - \$59.99 | \$1.99 |
| \$60.00 - \$79.99 | \$2.49 |
| \$80.00 - \$99.99 | \$2.99 |
| \$100.00 - \$119.99 | \$3.49 |
| \$120.00 - \$139.99 | \$3.99 |
| \$140.00 - \$159.99 | \$4.49 |
| \$160.00 - \$179.99 | \$4.99 |
| \$180.00 - \$199.99 | \$5.49 |
| \$200.00 - \$219.99 | \$5.99 |
| \$220.00 - \$239.99 | \$6.49 |
| \$240.00 + | 2.49% |

Visa Pilot Payment Applications

Qualified Payment Applications

Personal income tax (including employer-paid payroll taxes)

© 2006 Metavante Corporation

1.

³ The Convenience Fee Funded Merchant Processing Buy Rate plan applies to government, utility, and higher education applications and merchants. SIC/MCC codes that qualify will be added to Agreement.

⁴ If payments were currently not being accepted on the Internet channel, the initial average internet payment amount would be calculated by multiplying the overall average payment by 1.30.

⁵ Link2Gov has been certified by Visa to accept convenience fees in a percentage format for applications that meet Visa's pilot requirements (i.e., property tax and income tax).

- Real-estate property
- Other personal property
- Unemployment tax
- Business income tax
- Sales and use tax

Initial Scope of Services Plan (for period from Effective Date to delivery of Project Schedule)

Description: L2G will provide to Customer design sessions for the purpose of scoping out the initial implementations, the development of specifications, and the delivery of a Project Plan and Project Schedule.

Methodology

On or about April 20th, 2008, L2G shall initiate discussions and design sessions with the Customer examining the needs of the City. During this time period, it will be determined the desired implementation schedule and order of deployment for, but not limited to, the following:

Option A: POS

Determining what form this will take (Virtual, IP, or Dial) as well as the necessary physical equipment, numbers, and capabilities, and the desired implementation dates.

Option B: WEB

Determining the initial 3-Page framework, to be capable of receiving transactions from multiple applications such that additional 3-Page applications may not be necessary.

Determining whether the Customer may require the usage of other L2G Web applications.

Determining the desired implementation dates for these applications.

Option C: IVR

Determining the needs of the City and whether the Customer may require the usage of L2G IVR Applications and the desired implementation dates for these applications.

The outcome of these meetings (which may take the form of Conference Calls, WEB conferences, and in person meetings) shall be the delivery of a Project Plan and a Project Schedule, any required Specifications, scripts, or other documents necessary to proceed with implementation.

Agenda Item - 6.a.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy

Dept.: City Manager Dept.: City Clerk

Subject: Second reading of Ordinance Date: 11/10/2020

No. 2918

Attached is Ordinance No. 2918 recommended for second reading and adoption.

ATTACHMENTS:

| Description | Upload Date | Туре | File Name |
|--------------|--------------------|-----------|---|
| Ord No. 2918 | 10/27/2020 | Ordinance | 11-10-
20_GG_Ordinance_2918A-
029-2020.docx |

ORDINANCE NO. 2918

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING AMENDMENT NO. A-029-2020 TO AMEND THE CITY'S OFFICIAL ZONING MAP TO CHANGE THE ZONING OF THE PROPERTY, LOCATED AT 8932 KATELLA AVENUE (ASSESSOR'S PARCEL NO. 132-041-21), FROM O-P (OFFICE PROFESSIONAL) TO C-1 (NEIGHBORHOOD COMMERCIAL).

CITY ATTORNEY SUMMARY

This Ordinance approves an amendment to the City's Official Zoning Map to change the zoning of the Property, located at 8932 Katella Avenue (Assessor's Parcel No. 132-041-21), from O-P (Office Professional) to C-1 (Neighborhood Commercial).

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, David N. Alagband, the applicant, with the authorization of the property owner, Gilles Sensenbrenner, submitted a request to rezone a property located at 8932 Katella Avenue (Assessor's Parcel No. 132-041-21) from O-P (Office Professional) to C-1 (Neighborhood Commercial);

WHEREAS, proposed Amendment No. A-029-2020 would amend the City of Garden Grove Zoning Map to change the zoning of the Property, located at 8932 Katella Avenue (Assessor's Parcel No. 132-041-21), from O-P (Office Professional) to C-1 (Neighborhood Commercial);

WHEREAS, 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., this project is exempt pursuant to Article 19, Section 15301, Existing Facilities;

WHEREAS, the Planning Commission, at a Public Hearing held on August 20, 2020, adopted Resolution No. 5998-20 recommending that the City Council approve Amendment No. A-029-2020, contingent upon Garden Grove City Council adoption and effectiveness of this Ordinance approving Amendment No. A-029-2020;

WHEREAS, pursuant to a legal notice, a Public Hearing was held by the City Council on October 13, 2020, and all interested persons were given an opportunity to be heard;

WHEREAS, the City Council gave due and careful consideration to the matter during its meeting of October 13, 2020; and

WHEREAS, the City Council of the City of Garden Grove hereby makes the following findings regarding Amendment No. A-029-2020:

Garden Grove City Council Ordinance No. Page 2

- A. The proposed zone change Amendment is internally consistent with the goals, policies, and elements of the General Plan. The subject site has a General Plan Land Use Designation of Light Commercial (LC). The LC Land Use Designation includes a variety of retail service establishments, including restaurants, and is implemented through both the C-1 (Neighborhood Commercial) and C-2 (Community Commercial) zoning districts. Accordingly, rezoning the subject site from O-P (Office Professional) to C-1 would be consistent with the Light Commercial General Plan Land Use Designation and the associated goals and policies of the General Plan.
- The proposed zone change Amendment, rezoning the subject property from В. O-P (Office Professional) to C-1 (Neighborhood Commercial), will ensure a degree of compatibility with surrounding properties and land uses. The proposed C-1 zoning designation is consistent with the existing zoning patterns in the surrounding area, which includes other C-1 zoned properties and various multi-tenant commercial retail shopping centers. Analysis and findings of a trip generation memo, prepared by a professional consulting firm, RK Engineering Group, Inc., who specializes in traffic engineering, concluded that under the proposed C-1 (Neighborhood Commercial) zoning, the expected trip generation forecasts to result in minimal increase in trips with no significant traffic impact on the surrounding traffic circulation system. The subject property has sufficient land and parking area for the uses permitted under the C-1 zone, and the application of the appropriate Title 9 provisions for site landscaping, parking, vehicular and pedestrian access, noise, and other requirements applicable to those uses permitted in the C-1 zone will ensure that the proposed rezone will have a reasonable degree of compatibility with surrounding uses and will not adversely affect the public health, safety, and welfare.

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

Section 1. The above recitals are true and correct.

<u>Section 2</u>. The facts and reasons stated in Planning Commission Resolution No. 5998-20 recommending approval of Amendment No. A-029-2020, a copy of which is on file in the Office of the City Clerk, are hereby incorporated herein by reference with the same force and effect as if set forth in full.

Section 3. Amendment No. A-029-2020 is hereby approved.

<u>Section 4</u>. The zoning of the Project site, located at 8932 Katella Avenue (Assessor's Parcel No. 132-041-21), is re-zoned from O-P (Office Professional) to C-1 (Neighborhood Commercial), as shown on the attached exhibit/map. Zone Map part K-05 is amended accordingly.

<u>Section 5</u>. <u>Severability</u>. If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The

Garden Grove City Council Ordinance No. Page 3

City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words, or portions thereof be declared invalid or unconstitutional.

<u>Section 6</u>. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect on the date that is thirty (30) days after adoption.

| The foregoing Ordinance was pass
Grove on the day of | ssed by the City Council of the City of Garder |
|---|--|
| | MAYOR |
| ATTEST: | |
| CITY CLERK | |
| STATE OF CALIFORNIA) | |
| COUNTY OF ORANGE) SS: | |
| CITY OF GARDEN GROVE) | |

I, TERESA POMEROY, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on October 13, 2020, with a vote as follows:

AYES: COUNCIL MEMBERS: (7) BRIETIGAM, O'NEILL, NGUYEN D., BUI,

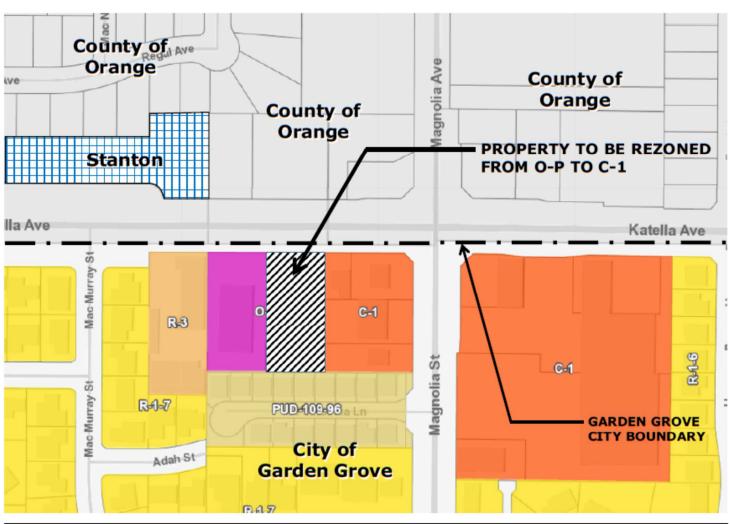
KLOPFENSTEIN, NGUYEN K., JONES

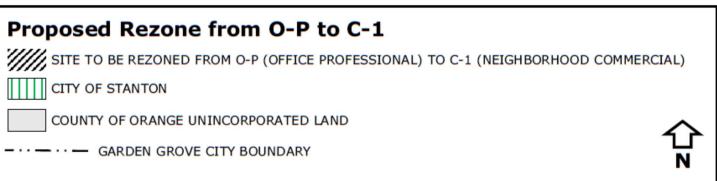
NOES: COUNCIL MEMBERS: (0) NONE ABSENT: COUNCIL MEMBERS: (0) NONE



AMENDMENT NO. A-029-2020

8932 KATELLA AVE APN: 132-041-21





Agenda Item - 7.a.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Mayor and City Council From: Council Member Kim Nguyen

Dept.: Dept.:

Subject: Discussion of a Resolution of Date: 11/10/2020

Commendation for Orange County Hospitals and health

care systems for their contributions during the COVID-19 pandemic, as requested by Council Member Kim Nguyen.

Attached is a Resolution of Commendation for discussion as requested by Council Member Kim Nguyen.

ATTACHMENTS:

| Description | Upload
Date | Туре | File Name |
|-------------------------------|----------------|------------|--|
| Resolution of
Commendation | 11/5/2020 | Resolution | 11-10-
20_PSJH_CHOC_Resolution_Honoring_Local_Hospitals_During_COVID-
19.11.5.20.pdf |

Resolution of Commendation

Orange County Hospitals

- WHEREAS, hospitals serving Orange County, including Providence's hospitals comprising Mission Hospital, St. Jude Medical Center, St. Joseph Hospital, and Hoag Memorial Hospital Presbyterian; the Children's Hospital of Orange County (CHOC); and Garden Grove Hospital have successfully provided high-quality health care to our community here in Garden Grove and the surrounding region during the unprecedented and challenging times brought about by the COVID-19 pandemic; and
- WHEREAS, the partnership between Mission Hospital and CHOC Children's at Mission Hospital is the only dedicated hospital for pediatrics in Orange County and the surrounding areas and provides outstanding services for the youngest patients; and Providence's hospitals in Orange County are committed to Whole Person Care to achieve optimal health for a better world; and
- WHEREAS, in March 2020, Providence health facilities were first in Orange County to offer drive-thru swabbing for COVID-19 for all who sought testing, providing critical resources during a period when tests were in short supply; and Providence facilitated participation of its Orange County hospitals, including Mission, St. Joseph, and Hoag in the experimental antiviral clinical trial drug Remdesivir, a potentially lifesaving treatment to patients in Garden Grove and the surrounding communities, and
- WHEREAS, Hoag, part of Providence's family of hospitals, was among the first to obtain FDA approval for convalescent plasma for treatment of critical COVID-19 patients and, in April 2020, treated its first coronavirus patient using this promising method, and
- WHEREAS, Mission Hospital was among the first to incorporate rotoprone beds in the treatment of COVID-19 to improve oxygenation of patients with acute respiratory distress syndrome to further promote healing.
- WHEREAS, CHOC Children's has proudly and passionately supported children and families of Garden Grove and the surrounding communities in their response to COVID-19 by launching a free, 24/7 nurse helpline, administering thousands of tests, implementing several new safety measures, treating COVID-19 positive patients requiring hospitalization, opening drive-through testing and screening centers in Orange County, and providing thousands of in-office and telehealth visits for primary and specialty care; and prior to the coronavirus' widespread presence in the United States, CHOC preemptively launched an incident command center to ensure the best possible response for safeguarding against the virus.
- WHEREAS, As the only acute care community hospital in Garden Grove, Garden Grove Hospital Medical Center is dedicated to ensuring the health and safety of their community. Hospital and Medical Staff Leadership's preparation and consistent communication was central to their successes and ability to stay ahead of COVID-19 related issues. Focused conservation of critical supplies and equipment provided their physicians and staff with the confidence

needed to handle the evolving pandemic. As an early adopter of the latest treatment protocols, including the use of convalescent plasma, patient proning and FDA approved medication trials, Garden Grove Hospital Medical Center has been at the forefront in the fight against this continuously evolving pandemic..

NOW THEREFORE, BE IT RESOLVED that the City of Garden Grove commends our local hospitals and health care systems for the critical role of safeguarding the health and wellbeing of our beloved community and ensures the best state-of-the-art and most compassionate care in the nation.

November 10, 2020