



## AGENDA

Garden Grove City  
Council

Tuesday, May 25, 2021

6:30 PM

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

**Steve Jones**

Mayor

**Kim B. Nguyen**

Mayor Pro Tem - District 6

**George S. Brietigam**

Council Member - District 1

**John R. O'Neill**

Council Member - District 2

**Diedre Thu-Ha Nguyen**

Council Member - District 3

**Patrick Phat Bui**

Council Member - District 4

**Stephanie Klopfenstein**

Council Member - District 5

---

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

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

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

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

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

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

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

**PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.**

## AGENDA

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

INVOCATION

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

1. PRESENTATIONS

1.a. Community Services Department update presented by Community Services Director John Montanchez.

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

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

3. CONSENT ITEMS

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

3.a. Adoption of a Proclamation declaring May as Mental Health Awareness Month. *(Action Item)*

3.b. Adoption of a Proclamation declaring June as LGBTQ Pride Month. *(Action Item)*

3.c. Rejection of all bids submitted for S-1280 - Westhaven Park Renovation Project. *(Action Item)*

3.d. Approval of the Fiscal Year 2021-22 Downtown Assessment District Budget; adoption of a Resolution initiating proceedings for the levying of assessments for Fiscal Year 2021-22; adoption of a Resolution approving the Engineer's Report; and adoption of a Resolution of Intention fixing a time and date for a public

hearing. (*Action Item*)

- 3.e. Adoption of Resolutions for: Initiating proceedings for the levying of Fiscal Year 2021-22 Assessment for the City of Garden Grove Street Lighting District, Street Lighting District No. 99-1, and Park Maintenance District; the Engineer's Report; and intention for fixing a time and date to conduct a public hearing. (*Action Item*)
- 3.f. Approval of an agreement with Compass Demographics, and budget appropriation, for professional redistricting consultant services. (Cost: \$47,000) (*Action Item*)
- 3.g. Approval of a purchase order to Inductive Automation for the purchase of SCADA software for the City's Water Systems. (Cost: \$81,197.50) (*Action Item*)
- 3.h. Approval of a five-year Master Equity Lease Agreement and a Maintenance Agreement with Enterprise Fleet Management, Inc., for five sedans. (Cost: \$146,050 for five years) (*Action Item*)
- 3.i. Receive and file minutes from the meeting held on April 13, 2021. (*Action Item*)
- 3.j. Receive and file warrants. (*Action Item*)
- 3.k. Approval to waive full reading of ordinances listed. (*Action Item*)

#### 4. ITEMS FOR CONSIDERATION

- 4.a. Approval of an Agreement with Be Well OC (MIND OC) as the mental health service provider for the City's Mobile Crisis Response Team pilot program. (Cost: \$1,300,000) (*Action Item*)

#### 5. ORDINANCES PRESENTED FOR SECOND READING AND ADOPTION

- 5.a. Second reading of Ordinance No. 2922  
Entitled:  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AMENDING CHAPTER 11.32 OF TITLE 11 OF THE GARDEN GROVE MUNICIPAL CODE PERTAINING TO TREES ON PUBLIC PLACES. (*Action Item*)

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

- 6.a. Discussion and presentation on goals, policies and programs for the Housing Element Update as requested by City Manager Stiles.
- 6.b. Discussion regarding posting a Pride banner at the clock tower in conjunction with Pride Month, as requested by Mayor Pro Tem Kim Nguyen. (*Action Item*)

#### 7. ADJOURNMENT

The next Regular City Council Meeting will be on Tuesday, June 8, 2021, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California, 92840.



# Proclamation

## Mental Health Awareness Month

WHEREAS, Mental health is essential to everyone's overall health and well-being;

WHEREAS, All Americans experience times of difficulty and stress in their lives;

WHEREAS, Prevention is an effective way to reduce the burden of mental health conditions;

WHEREAS, There is strong research that diet, exercise, sleep and stress management can help all Americans protect their health and well-being;

WHEREAS, Mental health conditions are real and prevalent in our nation and with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives;

WHEREAS, Each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts.

NOW, THEREFORE, BE IT PROCLAIMED that the month of May 2021 is "Mental Health Awareness Month" in Garden Grove, and in doing so we recognize the need to raise awareness and to promote services for integrated mental health and wellness solutions for children, youth and families.

May 25, 2021



## PROCLAMATION

June 2021 as LGBTQ Pride Month

- WHEREAS, Our nation was founded on the principle of equal rights for all people, but the fulfillment of this promise has been long in coming for many Americans. Some of the most inspiring moments in our history have arisen from the various civil rights movements that have brought one group after another from the margins to the mainstream of American society;
- WHEREAS, In the movement toward equal rights for lesbian, gay, bisexual, transgender, and queer (LGBTQ) people, a historic turning point occurred on June 28, 1969, in New York City, with the onset of the Stonewall Riots. During these riots, LGBTQ citizens rose up and resisted police harassment that arose out of discriminatory criminal laws that have since been declared unconstitutional. In the four decades since, civil rights for LGBTQ people have grown substantially, and LGBTQ pride celebrations have taken place around the country every June to commemorate the beginning of the Stonewall Riots; and
- WHEREAS, California has been a leader in advancing the civil rights of its LGBTQ citizens. And while further progress is needed, it is important to recognize and celebrate the substantial gains that have been achieved.
- NOW THEREFORE BE IT DECLARED that the City of Garden Grove does hereby proclaim June 2021 as LGBTQ Pride Month.

May 25, 2021



It is recommended that the City Council:

- Reject all bids received for subject project on March 22, 2021; and
- Authorize the City Clerk to re-advertise the Westhaven Park Renovation Project S-1280 with the revised scope of work.

By: Samuel Kim, P.E.  
Water Services Manager



## DISCUSSION

On March 11, 2021, the Downtown Commission approved the FY21-22 Budget and is hereby submitting it to City Council for final review. Total expenses for FY 2021-22 are \$41,432. The proposed assessment reflects no increase from the previous year and remains at \$19.92 per linear-foot, which is equivalent to a \$498 levy for the typical 25-foot storefront on Main Street.

The following action is for City Council to adopt the remaining resolutions, thereby initiating proceedings for the annual assessment, ordering the preparation of and approving an Engineer's Report, and finally setting a public hearing for June 8, 2021 at 6:30 p.m.

## FINANCIAL IMPACT

There is no impact to the General Fund. The beginning fund balance for the District is estimated at \$95,674, with an estimated FY2021-22 assessment revenue of \$27,200 and total FY2021-22 expenses of \$41,432.

## RECOMMENDATION

It is recommended that the City Council:

- Approve the proposed Budget for the Downtown Assessment District No. 1 for 2021-22;
- 
- Adopt the attached Resolution initiating proceedings for the Downtown Assessment District No. 1, and direct the Engineer to prepare the required report;
- 
- Adopt the attached Resolution approving the Engineer's Report for the Downtown Assessment District No. 1; and
- 
- Adopt the attached Resolution of Intention to levy and collect assessments for the Downtown Assessment District No. 1, and set a public hearing for June 8, 2021, at 6:30 p.m.

By: Ana V. Neal, Sr. Administrative Analyst

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
FY21-22 Downtown Assessment Budget	5/11/2021	Backup Material	Downtown_Assessment_Budget_FY21-22.pdf
Resolution Initiating Proceedings	5/11/2021	Resolution	Downtown_Assessment_Initiating_Proceedings_Reso.doc

Resolution Approving Engineer's Report	5/11/2021	Resolution	Donwtown_Assessment_Approving_Report.doc
Downtown Assessment Engineer's Report	5/11/2021	Backup Material	Donwtown_Assessment_Engineer_s_Report.pdf
Resolution Setting Public Hearing	5/11/2021	Resolution	Downtown_setting_PH_6-8-21.doc

## PART III – COST ESTIMATE

The City's budget for the operation, maintenance and servicing of lighting details the estimated costs for Fiscal Year 2021-22 as available at the time of preparation of this Report, and includes engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with the District proceedings.

	Proposed Fiscal Year 2020-21	Proposed Fiscal Year 2021-22*
<b><u>Starting Fund Balance (Fund Balance as of July 1)</u></b>	<b>\$91,681</b>	<b>\$95,674</b>
<b><u>Estimated Revenues</u></b>		
Total Estimated Assessments:	\$26,700	\$26,700
Interest	\$500	\$500
<b>Subtotal Revenues:</b>	<b>\$27,200</b>	<b>\$27,200</b>
<b><u>Estimated Expenditures</u></b>		
Trash Pick Up	\$0	\$0
General Maintenance	\$12,000	\$16,800
Street Lighting	\$2,000	\$2,000
Street Improvements	\$10,000	\$10,000
Main Street Seasonal Banners	\$3,000	\$3,000
Streetscape Cleaning	\$3,000	\$3,000
Professional Services	\$3,500	\$3,500
Administrative Support	\$2,300	\$2,400
Insurance	\$732	\$732
<b>Subtotal Expenditures:</b>	<b>\$36,532</b>	<b>\$41,432</b>
<b><u>Estimated Year End Fund Balance</u></b>	<b>\$82,349</b>	<b>\$81,442</b>
<b><u>Fund Balance Detail</u></b>		
Operating Reserve (50% of O&M)		\$20,716
Capital Replacement Reserve		\$60,726
<b><u>Assessment Detail</u></b>		
Total Front Feet (FF) in Assessment District:	\$1,340	\$1,340
Assessment Rate (\$/FF):	19.92	19.92

\* Fund balance adjusted after a District review

The 1972 Act requires that a special fund be set-up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the District by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 (SECTIONS 22500 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAY CODE) INITIATING PROCEEDINGS TO LEVY ANNUAL ASSESSMENTS FOR THE 2021-22 FISCAL YEAR FOR THE CITY OF GARDEN GROVE DOWNTOWN ASSESSMENT DISTRICT, AND ORDERING THE CITY ENGINEER TO PREPARE AND FILE A REPORT IN ACCORDANCE WITH ARTICLE 4 OF CHAPTER 1 OF THE ACT

WHEREAS, the City Council of the City of Garden Grove formed the Downtown Assessment District by Resolution No. 5348-77 pursuant to the provisions of the Landscaping and Lighting Act of 1972, Division 15, Part 2 (commencing with Sections 22500 et seq.) of the California Streets and Highways Code; and

WHEREAS, the Act requires that proceedings for the levy of annual assessments after the formation of an Assessment District shall be initiated by Resolution describing any proposed new improvements or any substantial changes in existing improvements, and ordering the City Engineer to prepare and file a report in accordance with Article 4 of Chapter 1 of the Act.

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

SECTION 1. The improvements, including maintenance thereof, have not changed substantially and are described as follows:

The maintenance of the public improvements within the boundaries of the Downtown Assessment District associated with street cleaning, landscape maintenance, and repair and replacement of the public improvements as required from time to time.

SECTION 2. The City Engineer is hereby ordered to prepare and file a report in accordance with Sections 22565 et seq. of the California Streets and Highways Code.

SECTION 3. The City Council of the City of Garden Grove authorizes staff to initiate proceedings necessary to establish the levy of an annual assessment for the Downtown Assessment District pursuant to the Landscaping and Lighting Act of 1972 for the Fiscal Year 2021-22.

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING THE CITY ENGINEER'S REPORT REGARDING THE LEVY OF AN ANNUAL ASSESSMENT WITHIN THE CITY OF GARDEN GROVE DOWNTOWN ASSESSMENT DISTRICT FOR FISCAL YEAR 2021-22

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE RESOLVES, DETERMINES, AND ORDERS:

SECTION 1. The City Council of the City of Garden Grove, pursuant to the Landscaping and Lighting Act of 1972, being Division 15, Part 2 (Sections 22500 et seq.) of the California Streets and Highways Code, did by previous Resolution order the City Engineer to prepare and file a report in accordance with Article 4 of Chapter 1 of the Act in connection with the proposed levy of an annual assessment for the City of Garden Grove Downtown Assessment District for Fiscal Year 2021-22.

SECTION 2. The City Engineer has prepared and filed with the City Clerk of the City of Garden Grove and the City Clerk has presented to the City Council the City Engineer's report for the City of Garden Grove Downtown Assessment District for Fiscal Year 2021-22.

SECTION 3. The City Council has carefully examined and reviewed the City Engineer's report and the report is hereby approved as filed.



**GARDEN GROVE**

## **CITY OF GARDEN GROVE**

**ENGINEER'S REPORT**

**DOWNTOWN ASSESSMENT DISTRICT**

**FISCAL YEAR 2021-22**

**ORANGE COUNTY, CALIFORNIA**

**May 5, 2021**

*PREPARED BY*



*22 Executive Park, Suite 200*

*Irvine, CA 92614*

[www.weareharris.com](http://www.weareharris.com)

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# ENGINEER'S CERTIFICATION

**AGENCY:** THE CITY OF GARDEN GROVE  
**PROJECT:** DOWNTOWN ASSESSMENT DISTRICT  
**TO:** THE CITY COUNCIL OF THE  
CITY OF GARDEN GROVE  
STATE OF CALIFORNIA

## ENGINEER'S REPORT FOR FISCAL YEAR 2021-22

The preparation of this Annual Engineer's Report ("Report") is in conformance with the obligation of the City Council for the annual levy of assessments within the Downtown Assessment District of the City of Garden Grove to provide services upon each lot or parcel of land in the district in proportion to the estimated benefit to be received by each such lot or parcel of land for Fiscal Year 2021-22. Services will be provided through June 30, 2022.

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500) ("Act"), and in accordance with the City of Garden Grove's Resolution being adopted by the City Council for:

### **DOWNTOWN ASSESSMENT DISTRICT**

(Hereinafter referred to as the "District"),

I, Alison Bouley, authorized representative of the District, the duly appointed Assessment Engineer submit the following Report which consists of the following four (4) parts and Appendices:

#### **PART I**

**Overview:** Provides the background and reason for the District.

#### **PART II**

**Plans and Specifications:** Plans and specifications for the improvements showing and describing the general nature, location and extent of the improvements.

#### **PART III**

**Cost Estimate:** The estimated cost to be funded by the District for the operation, servicing and maintenance of the improvements for fiscal year 2021-22, including incidental costs and expenses in

connection therewith.

**PART IV**

**Method of Apportionment:** The method of apportionment of assessments indicates the proposed assessment of the net amount of the costs and expenses of the maintenance and/or servicing of the existing and ultimate improvements to be assessed upon the several lots and parcels of land within the Assessment District in proportion to the estimated special benefits to be received by such lots and parcels.

**Appendices**

Appendix A – Assessment Diagram

Appendix B – Assessment Roll

In conclusion, it is my opinion that the costs and expenses of the District have been assessed to the lots and parcels within the boundaries of the District in proportion to the estimated benefits to be received by each lot or parcel from the services provided and in conformance with the assessment methodology adopted by the City Council for the levying of assessments.

DATED: May 5, 2021



**Harris & Associates**



Alison Bouley, P.E., Assessment Engineer  
R.C.E. No. C61383  
Engineer of Work  
County of Orange  
State of California

## PART I – OVERVIEW

This Report has been prepared and is submitted for consideration by the City Council of the City of Garden Grove under the authority of the Landscaping and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code.

### Background

In 1977, the City of Garden Grove formed the Main Street Assessment District (MSAD) No. 1 to provide funds for the construction and maintenance of special public improvements along Main Street. Those include planters, trees, streetscaping, sidewalks, benches, trash receptacles, drinking fountains, streetlights, drainage, and bollards.

Following formation of the District, assessments were adjusted periodically as the cost of providing services increased. The current assessment rate has not been increased since 1989. The existing assessment was deemed to be exempt from the requirements set forth in Section 4 of Article XIID by Section 5(a) following the passage of Prop 218 in 1996 which added Article XIID to the State Constitution. Any increase to the current assessment after July 1, 1997 is subject to the requirements of Section 4 and may not be increased without the approval of the property owners within the District.

The assessment rate was proposed to be increased for Fiscal Year 2004-05 to keep up with the rising costs and the higher levels of maintenance requested by the businesses within this Assessment District.

Notices and ballots were mailed to all property owners in the District in accordance with Section 4, Article XIID of the California State Constitution (Proposition 218). On June 8, 2004, the public hearing was held, the ballots were tabulated, and the property owners rejected the proposed assessment increase.

Therefore, the assessments will remain the same in Fiscal Year 2021-22 as in previous years and the services funded by the assessment have been adjusted to match the funds available. No City contribution is made to this District.

In the fall of 2017, Council approved changing the name of the district from “Main Street Assessment District No. 1” to “Downtown Assessment District”.



## PART II – PLANS AND SPECIFICATIONS

The facilities, which have been constructed within the City of Garden Grove, and those which may be subsequently constructed, will be serviced and maintained as generally described as follows: A portion of Main Street from Garden Grove Boulevard to Acacia Parkway and a portion of Garden Grove Boulevard between 150.16 feet west of the centerline of Main Street and 150.06 feet east of the centerline of Main Street, all being within said District.

### Descriptions of Improvements

The facilities to be maintained and serviced for the District as described as follows: Facilities include but are not limited to: streetscape improvements including sidewalks, decorative paving, street lights, street trees, and street furniture, including bollards, benches, trash receptacles, drinking fountains, miscellaneous planters, and related items within the boundaries of said District.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the landscaping and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the lighting facilities or appurtenant facilities and the furnishing of electric current or energy, gas or other illuminating agent for the lighting facilities, or for the lighting or operation of the landscaping or appurtenant facilities.

The plans and specifications for the improvements, showing and describing the general nature, location, and the extent of the improvements, are on file in the office of the Director of Public Works and are incorporated herein by reference.

## PART III – COST ESTIMATE

The City's budget for the operation, maintenance and servicing of lighting details the estimated costs for Fiscal Year 2021-22 as available at the time of preparation of this Report, and includes engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with the District proceedings.

	Proposed Fiscal Year 2020-21	Proposed Fiscal Year 2021-22*
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Assessment Rate (\$/FF):	19.92	19.92

\* Fund balance adjusted after a District review

The 1972 Act requires that a special fund be set-up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the District by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

## PART IV – METHOD OF APPORTIONMENT

### General

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment Districts by cities for the purpose of providing certain public improvements which include the maintenance and servicing of street lights, traffic signals, landscaping, parks and recreational facilities.

The 1972 Act requires that maintenance assessments be levied according to benefit rather than according to assessed value. Section 22573 provides that:

The net amount to be assessed upon lands within an assessment District may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements.

The Act permits the designation of areas of benefit within any individual assessment District if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement" (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax."

In addition, Proposition 218, the "Right to Vote on Taxes Act" which was approved on the November 1996 statewide ballot and added Article XIID to the California Constitution, requires that a parcel's assessment may not exceed the reasonable cost for the proportional special benefit conferred on that parcel. Article XIID provides that only special benefits are assessable and the City must separate the general benefits from the special benefits. It also requires that publicly owned properties which benefit from the improvements be assessed.

If the assessment is approved by the property owners as required by Article XIID of the California Constitution, Section 53739 of the Government Code allows that the assessment may be imposed thereafter at "...any rate or amount that is less than or equal to the maximum amount authorized by the voter approved ordinance or resolution".

Section 53739 also allows that the assessment may be adjusted for inflation based upon a clearly defined formula that is stated in the resolution that is approved by the property owners at an election authorizing the levy of the assessment.

The formula to be used to distribute the costs of providing the enhanced levels of services described in this Report to the assessable parcels within the District was approved by the City Council at the time the District was formed.

## Special Benefit Analysis

**Street Landscaping** - Trees, landscaping, hardscaping and appurtenant facilities, if well maintained, provide beautification, shade and enhancement of the desirability of the surroundings, and therefore increase property value.

In Parkways and Land Values, written by John Nolan and Henry V. Hubbard in 1937, it is stated:

"... there is no lack of opinion, based on general principals and experience and common sense, that parkways do in fact add value to property, even though the amount cannot be determined exactly.... Indeed, in most cases where public money has been spent for parkways the assumption has been definitely made that the proposed parkway will show a provable financial profit to the City. It has been believed that the establishment of parkways causes a rise in real estate values throughout the City, or in parts of the City,..."

It should be noted that the definition of "parkways" above may include the roadway as well as the landscaping along the roadway.

The ongoing operation and maintenance and operation of streetlights benefit all properties within the District by providing security, safety and community character and vitality as outlined below. Streetlights provide only incidental benefits to motorists traveling to, from or through the area.

### BENEFITS OF STREET LIGHTING

#### Security and Safety

- Mitigates crime
- Alleviates the fear of crime
- Enhances safe ingress/egress to property

#### Community Character and Vitality

- Promotes social interaction
- Contributes to a positive nighttime visual image

## Methodology

The parcels of land in the District are all commercial properties and are assessed based on a linear foot (LF) frontage on Main Street and Garden Grove Boulevard. City-owned parking lot properties are not considered to benefit from the improvements and are therefore excluded from assessment. The table below provides the assessment apportionment for the District.

Previous Fiscal Year 20-21 Total Asmt	Estimated Fiscal Year 21-22 Total Asmt	Total District Frontage	Maximum Fiscal Year 21-22 Asmt per LF
\$26,700	\$26,700	1,340.45	\$19.92

The actual assessments levied in any fiscal year will be as approved by the City Council and may not exceed the maximum assessment rate without receiving property owner approval for the increase.

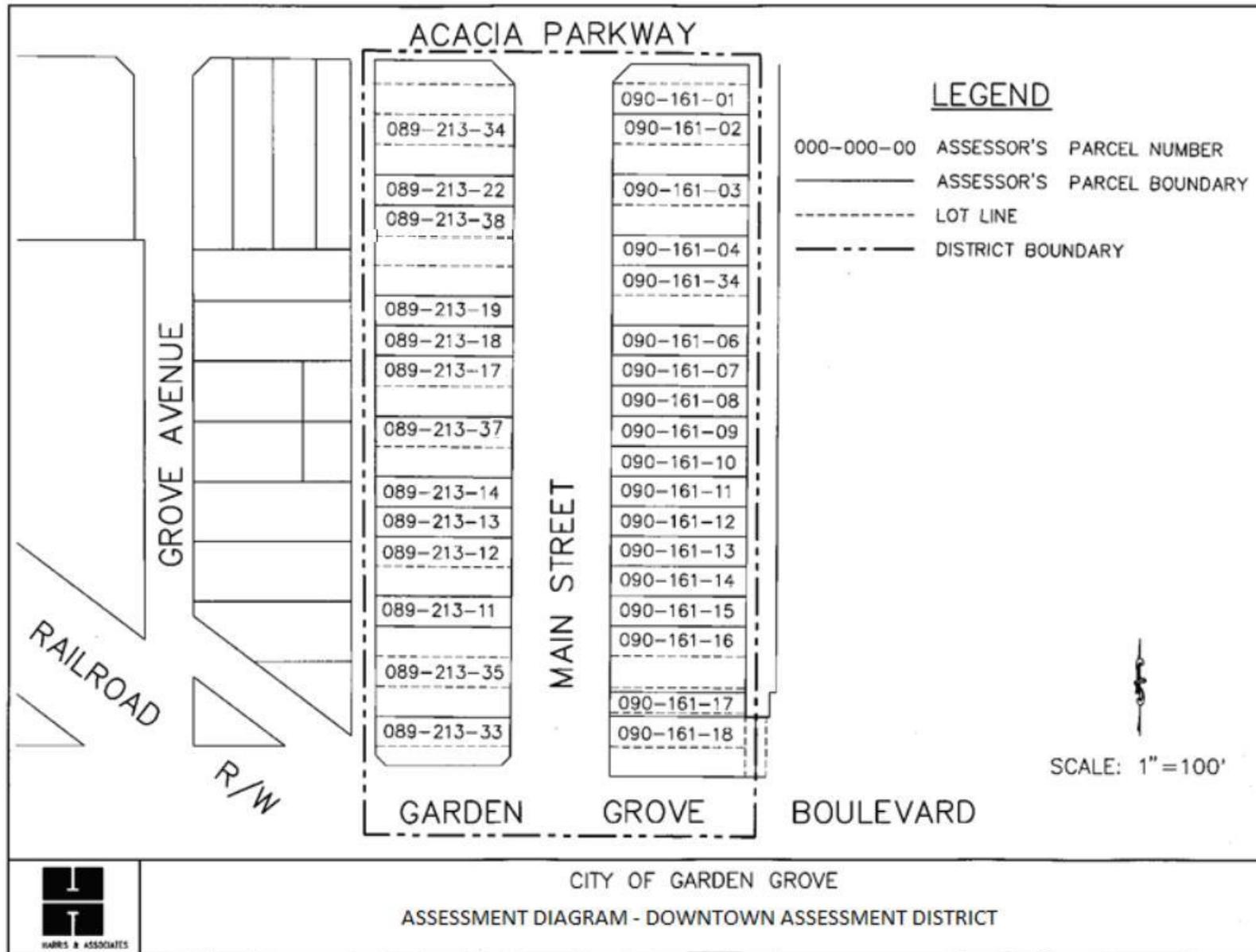


## APPENDIX A – ASSESSMENT DIAGRAM

A diagram showing the exterior boundaries of the District is on file in the Office of the City Clerk and incorporated herein by reference.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Assessor of the County of Orange for the fiscal year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

A reduced copy of the City of Garden Grove Downtown Assessment District Map is provided on the following page.



## APPENDIX B – ASSESSMENT ROLL

The total proposed assessment for Fiscal Year 2021-22 and the amount of the total proposed assessment apportioned to each lot or parcel within the District, as shown on the latest assessment roll at the Orange County Assessor's Office, are contained in the Assessment Roll provided below.

The description of each lot or parcel is part of the records of the Assessor of the County of Orange and these records are, by reference, made part of this Report.

Assessor's Parcel No.	Linear Feet	Proposed Fiscal Year 2021-22 Asmt
089-213-11	25.50	\$507.91
089-213-12	49.50	\$985.95
089-213-13	25.00	\$497.95
089-213-14	25.00	\$497.95
089-213-17	50.00	\$995.90
089-213-18	25.00	\$497.95
089-213-19	25.00	\$497.95
089-213-22	25.00	\$497.95
089-213-33	155.09	\$3,089.30
089-213-34	101.05	\$2,012.98
089-213-35	75.00	\$1,493.85
089-213-37	50.00	\$995.90
089-213-38	75.00	\$1,493.85
090-161-01	47.27	\$941.53
090-161-02	50.00	\$995.90
090-161-03	50.00	\$995.90
090-161-04	25.00	\$497.95
090-161-06	25.00	\$497.95
090-161-10	25.00	\$497.95
090-161-11	25.00	\$497.95
090-161-12	25.00	\$497.95
090-161-13	25.00	\$497.95
090-161-14	25.00	\$497.95
090-161-15	25.00	\$497.95
090-161-16	50.42	\$1,004.27
090-161-17	25.25	\$502.93
090-161-18	161.37	\$3,214.58
090-161-34	50.00	\$995.90
	1,340.45	\$26,700.00

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, DECLARING ITS INTENTION TO ORDER THE MAINTENANCE OF CERTAIN IMPROVEMENTS IN THE DOWNTOWN ASSESSMENT DISTRICT IN THE CITY OF GARDEN GROVE; DESCRIBING THE DISTRICT TO BE BENEFITED, AND DECLARING ITS INTENTION TO LEVY AN ASSESSMENT TO PAY THE COST AND EXPENSES THEREOF; AND SETTING THE TIME AND PLACE FOR THE PUBLIC HEARING ON THE QUESTION OF THE LEVY OF THE PROPOSED ASSESSMENT

WHEREAS, the City Council of the City of Garden Grove, adopted Resolution No. \_\_\_\_\_, which described existing and any proposed new improvements or substantial changes in existing improvements in the Downtown Assessment District, and ordered the City Engineer to prepare and file a report pursuant to the provisions of the Landscaping and Lighting Act of 1972, i.e., Division 15, Part 2 (commencing with Section 22500) of the California Streets and Highways Code (hereinafter "Act");

WHEREAS, the City Council formed an Assessment District to finance the maintenance of certain improvements under the Act;

WHEREAS, the proposed boundaries of such Assessment District are shown on a map thereof which indicates by a boundary line the extent of the territory included in such Assessment District, which map is designated "Assessment Diagram Downtown Assessment District" as part of the report of the City Engineer described more fully herein below and such map is on file in the City Clerk's Office;

WHEREAS, the City Engineer is competent to make and file with the City Council a report regarding maintenance of the improvements, which is required by the Act;

WHEREAS, the City Council has directed the City Engineer to procure the required information and prepare and present to the City Council the written report of maintenance required by the Act;

WHEREAS, the City Engineer has prepared the report, and filed it with the City Clerk and presented it to the City Council and the City Council has examined the report;

WHEREAS, under the Act, before levying and collecting assessments in the Assessment District, the City Council is required to adopt a Resolution declaring its intention to do so; and

WHEREAS, the City Council proposes no increase in assessment for a total of \$19.92 per linear foot of frontage on Main Street and Garden Grove Boulevard.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY RESOLVE, DETERMINE, AND ORDER as follows:

Section 1. The City Council hereby finds and declares that the public interest and necessity require the maintenance of certain improvements in the streets and other public easements as hereinafter described, and the City Council hereby declares its intention to levy and collect assessments covering the real property benefited by the improvements, pursuant to the Act.

Section 2. The City Council intends to order maintenance of improvements in certain streets, and other public easements, as follows:

A portion of Main Street from Garden Grove Boulevard to Acacia Parkway and a portion of Garden Grove Boulevard between 150.16 feet west of the centerline of Main Street and 150.06 feet east of the centerline of Main Street, all being within the district, including on street parking, sidewalks, center gutter, street lights, street trees, and street furniture, including bollards, benches, trash receptacles, drinking fountains, miscellaneous planters, and related items.

Section 3. The District is designated Downtown Assessment District, and is generally located on Main Street between Acacia Parkway and Garden Grove Boulevard.

Section 4. The report of the City Engineer is hereby approved, and the City Clerk is directed to endorse the fact and date of approval on the report and to file the report in its office. Reference is hereby made to the report, on file with City Clerk, for a full and detailed description of the improvements to be maintained; the boundaries of the Assessment District; and the proposed assessments upon assessable lots and parcels of land within the District.

Section 5. An assessment will be levied pursuant to the Act upon all property in Downtown Assessment District subject to assessment under the Act to pay the balance of costs and expenses of the maintenance of the improvements.

Section 6. Notice is hereby given that as there is no increase in the assessment for the 2021-22 Fiscal Year for Downtown Assessment District, there will only be one Public Hearing, which will be held on June 8, 2021, at 6:30 p.m. (or as soon thereafter as the City Council may hear same), in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California, which is hereby set as the time and place for the Public Hearing on the question of the levy of the proposed assessment. Any interested person may file a written protest with the City Clerk, in which each signer is interested, sufficient to identify the property, which must be delivered to the City Clerk prior to the conclusion of the Public Hearing. In addition, all interested persons shall be afforded the opportunity to be heard at the Public Hearing. The City Council shall consider all oral statements and all written protests or communications made or filed by any interested persons.

Section 7. The City Clerk shall cause this Resolution of Intention to be published once in a newspaper of general circulation in the city of Garden Grove, California, not less than ten (10) days prior to the date set for the Public Hearing.



order the City Engineer to prepare and file reports for the Districts. The Resolutions and Engineer's Report for each District are attached and the reports contain a general synopsis, financial summaries, a diagram showing district boundaries and the methodology used to determine the assessment levels per land use category.

The following table summarizes district costs, assessment levels and general fund contributions to cover each District's balance. The cost for each property owner was calculated based on benefits received from each district.

<b>FY2021-22 District Assessments</b>			
<b>District Name</b>	<b>Assessment Revenue</b>	<b>General Fund Contribution</b>	<b>Total District Cost</b>
Street Lighting District	\$1,338,348	\$409,565	\$1,747,913
99-1 Lighting District	\$9,879.14	\$1,696.72	\$11,575.86
Park Maint. District	\$708,002	\$1,835,630	\$2,543,632

The rates for each District for FY 2021-22 are the same rates adopted by the City Council in FY 2020-21. The second step for City Council is to adopt the Resolution approving the attached City Engineer's Report, and the third and final step is the adoption of a Resolution declaring the intention to levy and collect assessments for each District. Per these resolutions, the public hearing date has been set for June 8, 2021.

**FINANCIAL IMPACT**

The adoption of assessments will raise approximately \$1,338,348 in revenue for the Street Lighting District, \$9,879 for Street Lighting District 99-1, and \$708,002 for the Park Maintenance District.

**RECOMMENDATION**

It is recommended that the City Council:

- Adopt the attached Resolutions initiating the proceedings and requesting the Engineer to prepare and file a report for: 1) the Street Lighting District, 2) the Street Lighting District No. 99-1, and 3) the Park Maintenance District;
- Adopt the attached Resolution approving the Engineer's Reports for 1) the Street Lighting District, 2) the Street Lighting District No. 99-1, and 3) the Park Maintenance District; and
- Adopt the attached Resolutions of Intention for the Street Lighting District, Street Lighting District No. 99-1, and the Park Maintenance District.

By: Ana V. Neal, Sr. Administrative Analyst

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Resolution Initiating Proceedings - Garden Grove Street Lighting District	5/11/2021	Resolution	A1_GG_St_Lighting_Initiating_Proceedings.doc
Resolution Initiating Proceedings - Garden Grove Street Lighting District 99-1	5/11/2021	Resolution	A2_Dist_99-1_Initiating_Proceedings.doc
Resolution Initiating Proceedings - Garden Grove Park Maintenance District	5/11/2021	Resolution	A3_Park_InitiatingProceedings_Reso_(1).doc
Resolution City Engineer's Report for the levy of annual assessment - Garden Grove Street Lighting District	5/11/2021	Resolution	B_Eng_Report_Approval_Reso_(1).doc
Resolution Intention to Levy and Collect Assessments - Garden Grove Street Lighting District	5/11/2021	Resolution	C1_Lighting_ROI_Reso_setting_PH_6-8-21.doc
Resolution Intention to Levy and Collect Assessments - Garden Grove Street Lighting District 99-1	5/11/2021	Resolution	C2_99-1_ROI_Reso_setting_PH_6-8-21.doc
Resolution Intention to Levy and Collect Assessments - Garden Grove Park Maintenance District	5/11/2021	Resolution	C3_Park_ROI_Reso_setting__PH_6-8-21.doc
FY 2021-22 Engineer's Report - Street Lighting District	5/19/2021	Backup Material	RPT_-_SLD_FY21-22_05-5-21.pdf
FY 2021-22 Engineer's Report - Street Lighting District 99-1	5/19/2021	Backup Material	RPT_-_SLD_99-1_FY21-22_04-27-21.pdf
FY 2021-22 Engineer's Report - Park Maintenance District	5/19/2021	Backup Material	RPT_-_PMD_FY21-22_04-27-2021.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 (SECTIONS 22500 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAYS CODE) INITIATING PROCEEDINGS TO LEVY ANNUAL ASSESSMENTS FOR THE 2021-22 FISCAL YEAR FOR THE CITY OF GARDEN GROVE STREET LIGHTING DISTRICT AND ORDERING THE CITY ENGINEER TO PREPARE AND FILE A REPORT IN ACCORDANCE WITH ARTICLE 4 OF CHAPTER 1 OF SAID ACT

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE FINDS:

The City Council of the City of Garden Grove formed the City of Garden Grove Street Lighting District (formerly the Garden Grove City Landscaping and Lighting District [Resolution No. 6357-83] pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Division 15, Part 2 (Sections 22500 et seq.) of the California Streets and Highways Code (herein "Act").

The Act requires that proceedings for the levy of annual assessments after the formation of an Assessment District shall be initiated by resolution describing any proposed new improvements or any substantial changes in existing improvements, and ordering the City Engineer to prepare and file a report in accordance with Article 4 of Chapter 1 of the Act.

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

SECTION 1. The City Council of the City of Garden Grove hereby proposes the levy of an annual assessment for the City of Garden Grove Street Lighting District pursuant to the Landscaping and Lighting Act of 1972 for Fiscal Year 2021-22.

SECTION 2. The proposed improvements for Fiscal Year 2021-22 are generally described as the installation, maintenance, and servicing of public street lighting facilities including traffic signals, necessary for the proper maintenance and operation of streets and sidewalks throughout the city.

SECTION 3. The City Council hereby orders the City Engineer to prepare and file with the City Clerk a written report in accordance with Sections 22565 et seq. of the California Streets and Highways Code.

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 (SECTIONS 22500 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAYS CODE) INITIATING PROCEEDINGS TO LEVY ANNUAL ASSESSMENTS FOR THE 2021-22 FISCAL YEAR FOR THE CITY OF GARDEN GROVE STREET LIGHTING DISTRICT NO. 99-1 AND ORDERING THE CITY ENGINEER TO PREPARE AND FILE A REPORT IN ACCORDANCE WITH ARTICLE 4 OF CHAPTER 1 OF SAID ACT

The City Council of the City of Garden Grove formed the City of Garden Grove Street Lighting District No. 99-1 pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Division 15, Part 2 (Sections 22500 et seq.) of the California Streets and Highways Code (herein "Act") and Article XIIID of the California Constitution.

The Act requires that proceedings for the levy of annual assessments after the formation of an Assessment District shall be initiated by resolution describing any proposed new improvements or any substantial changes in existing improvements, and ordering the City Engineer to prepare and file a report in accordance with Article 4 of Chapter 1 of the Act.

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

SECTION 1. The City Council of the City of Garden Grove proposes the levy of an annual assessment for the City of Garden Grove Street Lighting District No. 99-1 pursuant to the Landscaping and Lighting Act of 1972 for Fiscal Year 2021-22.

SECTION 2. The proposed improvements for Fiscal Year 2021-22 are generally described as the maintenance and servicing of public street lighting within the Assessment District.

SECTION 3. The City Council hereby orders the City Engineer to prepare and file with the City Clerk a written report in accordance with Sections 22565 et seq. of the California Streets and Highways Code.

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 (SECTIONS 22500 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAYS CODE) INITIATING PROCEEDINGS TO LEVY ANNUAL ASSESSMENTS FOR THE 2021-22 FISCAL YEAR FOR THE CITY OF GARDEN GROVE PARK MAINTENANCE DISTRICT AND ORDERING THE CITY ENGINEER TO PREPARE AND FILE A REPORT IN ACCORDANCE WITH ARTICLE 4 OF CHAPTER 1 OF SAID ACT

The City Council of the City of Garden Grove formed the City of Garden Grove Park Maintenance District (Resolution No. 7981-97) pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Division 15, Part 2 (Sections 22500 et seq.) of the California Streets and Highways Code (herein "Act") and Article XIIID of the California Constitution.

The Act requires that proceedings for the levy of annual assessments after the formation of an Assessment District shall be initiated by Resolution describing any proposed new improvements or any substantial changes in existing improvements, and ordering the City Engineer to prepare and file a report in accordance with Article 4 of Chapter 1 of the Act.

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

SECTION 1. The City Council of the City of Garden Grove hereby proposes the levy of an annual assessment for the City of Garden Grove Park Maintenance District pursuant to the Landscaping and Lighting Act of 1972 for Fiscal Year 2021-22.

SECTION 2. The proposed improvements may be briefly described as the maintenance of public parks throughout the city.

SECTION 3. The City Council hereby orders the City Engineer to prepare and file with the City Clerk a written report in accordance with Sections 22565 et seq. of the California Streets and Highways Code.

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING THE CITY ENGINEER'S REPORT REGARDING THE LEVY OF AN ANNUAL ASSESSMENT WITHIN THE CITY OF GARDEN GROVE STREET LIGHTING DISTRICT, CITY OF GARDEN GROVE STREET LIGHTING DISTRICT NO. 99-1 AND THE CITY OF GARDEN GROVE PARK MAINTENANCE DISTRICT FOR FISCAL YEAR 2021-22

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE RESOLVES, DETERMINES, AND ORDERS:

SECTION 1. The City Council of the City of Garden Grove, pursuant to the Landscaping and Lighting Act of 1972, being Division 15, Part 2 (Sections 22500 et seq.) of the California Streets and Highways Code, did by previous resolutions order the City Engineer to prepare and file reports in accordance with Article 4 of Chapter 1 of the Act in connection with the proposed levy of an annual assessment for the City of Garden Grove Street Lighting District, City of Garden Grove Street Lighting District No. 99-1, and the City of Garden Grove Park Maintenance District for Fiscal Year 2021-22.

SECTION 2. The City Engineer has prepared and filed with the City Clerk of the City of Garden Grove and the City Clerk has presented to the City Council such City Engineer's report for the City of Garden Grove Street Lighting District for Fiscal Year 2021-22, City of Garden Grove Street Lighting District No. 99-1 for Fiscal Year 2021-22, and City of Garden Grove Park Maintenance District for Fiscal Year 2021-22.

SECTION 3. The City Council has carefully examined and reviewed the City Engineer's report, and the report is hereby approved as filed.

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 (SECTIONS 22500 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAYS CODE) DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN THE CITY OF GARDEN GROVE STREET LIGHTING DISTRICT FOR FISCAL YEAR 2021-22 AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING ON THE LEVY OF THE PROPOSED ASSESSMENTS

The City Council of the City of Garden Grove adopted Resolution \_\_\_\_\_, initiating proceedings to levy annual assessments for Fiscal Year 2021-22 within the City of Garden Grove Street Lighting District describing the proposed improvements and ordering the City Engineer to prepare and file a report, pursuant to the provisions of the Landscaping and Lighting Act of 1972, i.e., Division 15, Part 2 (commencing with Section 22500) of the California Streets and Highways Code (herein "Act").

The City Engineer has prepared the report, filed same with the City Clerk and presented same to the City Council, with the City Council examining and approving the report.

Under the Act, before levying and collecting assessments in the Assessment District, the City Council is required to adopt a Resolution declaring its intention to do so.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

SECTION 1. The City Council hereby finds and declares that the public interest and necessity require the installation, maintenance, and servicing of public lighting facilities in the streets of the city as hereinafter described, and the City Council hereby declares its intention to levy and collect assessments for Fiscal Year 2021-22 covering the real property benefited by the improvements, pursuant to the Act.

SECTION 2. The proposed improvements are generally described as follows: The maintenance and operation of streets and sidewalks throughout the city, namely the installation, maintenance, and servicing of public street lighting facilities including traffic signals.

SECTION 3. The Assessment District is designated as the "City of Garden Grove Street Lighting District." The boundaries of the District are generally coterminous with the boundaries of the city of Garden Grove, and generally include all parcels within the city.

SECTION 4. Reference is hereby made to the City Engineer's report, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the Assessment District and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the Assessment District.

SECTION 5. An assessment will be levied pursuant to the Act upon all property in the City of Garden Grove Street Lighting District for Fiscal Year 2021-22, subject to assessment under the Act, as described in the City Engineer's report. No assessment shall be imposed upon a federal or state governmental agency or another local agency. The rates of the assessment to be levied for Fiscal Year 2021-22 are not proposed to increase from the rate levied in Fiscal Year 2020-21.

SECTION 6. Notice is hereby given that June 8, 2021 at 6:30 p.m. (or as soon thereafter as the City Council may hear same), in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California, is hereby fixed as the time and place for a Public Hearing on the question of the levy of the proposed assessments. Any interested person may file a written protest with the City Clerk, stating all grounds of objection. Protests by property owners must contain a description of the property in which each signer thereof is interested, sufficient to identify the same, and must be delivered to the City Clerk prior to the conclusion of the hearing. In addition, all interested persons shall be afforded the opportunity to hear and be heard at the Public Hearing. The City Council shall consider all oral statements and all written protests or communications made or filed by any interested person.

SECTION 7. The City Clerk shall cause this Resolution of Intention to be published once in a newspaper of general circulation in the city of Garden Grove, California, with the publication being not less than ten (10) days prior to the date herein fixed for the Public Hearing.

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 (SECTIONS 22500 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAYS CODE) DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN THE CITY OF GARDEN GROVE STREET LIGHTING DISTRICT NO. 99-1 FOR FISCAL YEAR 2021-22 AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING ON THE LEVY OF THE PROPOSED ASSESSMENTS

The City Council of the City of Garden Grove adopted Resolution No. [REDACTED], initiating proceedings to levy annual assessments for Fiscal Year 2021-22 within the City of Garden Grove Street Lighting District No. 99-1 describing the proposed improvements and ordering the City Engineer to prepare and file a report, pursuant to the provisions of the Landscaping and Lighting Act of 1972, i.e., Division 15, Part 2 (commencing with Section 22500) of the California Streets and Highways Code (herein "Act").

The City Engineer has prepared the report, filed same with the City Clerk and presented same to the City Council, with the City Council examining and approving the report.

Under the Act, before levying and collecting assessments in the Assessment District, the City Council is required to adopt a Resolution declaring its intention to do so.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

SECTION 1. The City Council hereby finds and declares that the public interest and necessity require the maintenance and servicing of public lighting facilities as hereinafter described, and the City Council hereby declares its intention to levy and collect assessments for Fiscal Year 2021-22 covering the real property benefited by the improvements, pursuant to the Act.

SECTION 2. The proposed improvements for Fiscal Year 2021-22 are generally described as the maintenance and servicing of public street lighting within the Assessment District.

SECTION 3. The Assessment District is designated as the "City of Garden Grove Street Lighting District No. 99-1." This District consists of the following areas: the first involving an area easterly of Dale Street between Lampson Avenue and Chapman Avenue and an area west of Fairview Street approximately 900 feet

south of Trask Avenue, the second involving an area on Gail Lane north of Chapman Avenue.

SECTION 4. Reference is hereby made to the City Engineer's report, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the Assessment District and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the Assessment District.

SECTION 5. An assessment will be levied pursuant to the Act upon all property in the City of Garden Grove Street Lighting District No. 99-1 for Fiscal Year 2021-22, subject to assessment under the Act, as described in the City Engineer's report. Parcels within the District that are owned or used by any county, city, city and county, special district or any other local or regional governmental agency, the State of California, or the United States shall be assessed unless the City demonstrates by clear and convincing evidence that such lots or parcels receive no special benefit from the proposed improvements. The rates of the assessment to be levied for Fiscal Year 2021-22 are not proposed to increase from the rates levied in Fiscal Year 2020-2021.

SECTION 6. Notice is hereby given that June 8, 2021 at 6:30 p.m. (or as soon thereafter as the City Council may hear same), in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California, is hereby fixed as the time and place for a Public Hearing on the question of the levy of the proposed assessments. Any interested person may file a written protest with the City Clerk, stating all grounds of objection. Protests by property owners must contain a description of the property, in which each signer thereof is interested, sufficient to identify the same, and must be delivered to the City Clerk of the City prior to the conclusion of the Public Hearing. In addition, all interested persons shall be afforded the opportunity to hear and be heard at the Public Hearing. The City Council shall consider all oral statements and all written protests or communications made or filed by any interested person.

SECTION 7. The City Clerk shall cause this Resolution of Intention to be published once in a newspaper of general circulation in the City of Garden Grove, California, with the publication being not less than ten (10) days prior to the date herein fixed for the Public Hearing.

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 (SECTIONS 22500 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAYS CODE) DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN THE CITY OF GARDEN GROVE PARK MAINTENANCE DISTRICT FOR FISCAL YEAR 2021-22 AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING ON THE LEVY OF THE PROPOSED ASSESSMENTS

The City Council of the City of Garden Grove adopted Resolution No. [REDACTED], initiating proceedings to levy annual assessments for Fiscal Year 2021-22 within the City of Garden Grove Park Maintenance District, describing the proposed improvements and ordering the City Engineer to prepare and file a report pursuant to the provisions of the Landscaping and Lighting Act of 1972, i.e., Division 15, Part 2 (commencing with Section 22500) of the California Streets and Highways Code (herein "Act").

The City Engineer has prepared the report, filed same with the City Clerk and presented same to the City Council with the City Council examining and approving the report.

Under the Act, before levying and collecting assessments in the Assessment District, the City Council is required to adopt a Resolution declaring its intention to do so.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

SECTION 1. The City Council hereby finds and declares that the public interest and necessity require the maintenance of public parks in the city, and the City Council hereby declares its intention to levy and collect assessments for Fiscal Year 2021-22 covering the real property specially benefited by the park maintenance, pursuant to the Act.

SECTION 2. The proposed improvements are generally described as the maintenance of public parks throughout the city.

SECTION 3. The Assessment District is designated as the "City of Garden Grove Park Maintenance District." The boundaries of the District are coterminous with the boundaries of the city of Garden Grove, and generally include all parcels within the city.

SECTION 4. Reference is hereby made to the City Engineer's report, on file with the City Clerk, for a full and detailed description of the improvements, the

boundaries of the Assessment District and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the Assessment District.

SECTION 5. An assessment will be levied pursuant to the Act upon all property in the City of Garden Grove Park Maintenance District for Fiscal Year 2021-22, subject to assessment under the Act, as described in the City Engineer's report. Parcels within the District that are owned or used by any county, city, city and county, special district or any other local or regional governmental agency, the State of California, or the United States shall be assessed unless the City demonstrates by clear and convincing evidence that such lots or parcels receive no special benefit from the proposed improvements. The rates of the assessment to be levied for Fiscal Year 2021-22 are not proposed to increase from the rates levied in Fiscal Year 2020-21.

SECTION 6. Notice is hereby given that June 8, 2021 at 6:30 p.m. (or as soon thereafter as the City Council may hear same), in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California, is hereby fixed as the time and place for a Public Hearing on the question of the levy of the proposed assessments. Any interested person may file a written protest with the City Clerk stating all grounds of objection. Protests by property owners must contain a description of the property, in which each signer thereof is interested, sufficient to identify the same, and must be delivered to the City Clerk of the City prior to the conclusion of the hearing. In addition, all interested persons shall be afforded the opportunity to hear and be heard at the hearing. The City Council shall consider all oral statements and all written protests or communications made or filed by any interested person.

SECTION 7. The City Clerk shall cause this Resolution of Intention to be published once in a newspaper of general circulation in the city of Garden Grove, California, with the publication being not less than ten (10) days prior to the date herein fixed for the Public Hearing.



**GARDEN GROVE**

**CITY OF GARDEN GROVE**  
**ENGINEER'S REPORT**  
**STREET LIGHTING DISTRICT**  
**FISCAL YEAR 2021-22**  
**ORANGE COUNTY, CALIFORNIA**

**May 5, 2021**

*PREPARED BY*



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*Irvine, CA 92614*  
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# ENGINEER'S CERTIFICATION

**AGENCY:** THE CITY OF GARDEN GROVE

**PROJECT:** STREET LIGHTING DISTRICT

**TO:** THE CITY COUNCIL OF THE  
CITY OF GARDEN GROVE  
STATE OF CALIFORNIA

## ENGINEER'S REPORT FOR FISCAL YEAR 2021-22

The preparation of this Annual Engineer's Report ("Report") is in conformance with the obligation of the City Council for the annual levy of assessments within the Street Lighting District of the City of Garden Grove to provide lighting services upon each lot or parcel of land in the district in proportion to the estimated benefit to be received by each such lot or parcel of land for Fiscal Year 2021-22. Services will be provided through June 30, 2022.

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500) ("Act"), Article XIID, Section 5(a) of the State of California Constitution, and in accordance with the City of Garden Grove's Resolution being adopted by the City Council for:

### **STREET LIGHTING DISTRICT**

(Hereinafter referred to as the "District"),

I, Alison Bouley, authorized representative of the District, the duly appointed Assessment Engineer submit the following Report which consists of the following four (4) parts and Appendices:

#### **PART I**

**Overview:** Provides the background and reason for the District.

#### **PART II**

**Plans and Specifications:** Plans and specifications for the existing and ultimate improvements are as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Clerk and are incorporated herein by reference.

**PART III**

**Cost Estimate:** An estimate of the costs of the maintenance and/or servicing of the existing and ultimate improvements for Fiscal Year 2021-22, including incidental costs and expenses in connection therewith.

**PART IV**

**Method of Apportionment:** The method of apportionment of assessments indicates the proposed assessment of the net amount of the costs and expenses of the maintenance and/or servicing of the existing and ultimate improvements to be assessed upon the several lots and parcels of land within the District in proportion to the estimated special benefits to be received by such lots and parcels.

**Appendices**

Appendix A – Assessment Diagram  
Appendix B – Assessment Roll

In conclusion, it is my opinion that the costs and expenses of the District have been assessed to the lots and parcels within the boundaries of the District in proportion to the estimated benefits to be received by each lot or parcel from the services provided and in conformance with the assessment methodology adopted by the City Council for the levying of assessments.

DATED: May 5, 2021

 Harris & Associates

  
Alison Bouley, P.E., Assessment Engineer  
R.C.E. No. C61383  
Engineer of Work  
County of Orange  
State of California



## **PART I – OVERVIEW**

This Report as filed complies with the Landscaping and Lighting Act of 1972 (“Act”). Also part of this report, but not bound herein, is the assessment roll on file with the City Clerk which indicates each property’s assessment for Fiscal Year 2021-22.

Following the passage of Proposition 218 in 1996 which added Article XIID to the State Constitution, the City has continued to levy assessments within the District at the current rate since Proposition 218 allowed certain exemptions for existing assessments as set forth in Article XIID, Section 5(a). Since the City has not been able to increase the assessment since November 1996, even though cost have increased significantly, the City has had to make a contribution to the District annually because revenues from the assessment are less than the cost for the services provided by the District. For Fiscal Year 2021-22, the City will be required to contribute \$409,565 to balance the budget. Any increase in the assessment, including the addition of a CPI escalator, will require that a ballot be mailed to each property owner subject to the assessment, and that a majority of property owners (weighted by assessment amount) returning their ballot must approve of the increase in the assessment. In addition, any other changes needed to comply with the requirements of Proposition 218 would have to be made at that time.

The proposed lighting maintenance assessment for Fiscal Year 2021-22, as described in this Report, is approximately \$1,338,348. The typical homeowner’s assessment will be \$28.71, which is the same as that assessed for lighting prior to the passage of Proposition 218 and last year. The estimated fund balance at the end of Fiscal Year 2021-22 is expected to be zero.



### Current Financial Summary

	Adopted Fiscal Year 2020-21	Proposed Fiscal Year 2021-22
<b>REVENUE</b>		
Uncommitted Fund Balance (as of July 1)	\$0	\$0
Estimated Assessment Revenue	\$1,337,466	\$1,338,348
Edison Rebate for LED Conversion	\$0	\$0
General Fund Contribution	\$438,440	\$409,565
<i>Subtotal Est. Revenue</i>	<i>\$1,775,906</i>	<i>\$1,747,913</i>
<b>EXPENSES</b>		
Estimated Operating Expenses	\$1,775,906	\$1,747,913
Capital Improvements (LED Conversion)	\$0	\$0
<i>Subtotal Est. Expenses</i>	<i>\$1,775,906</i>	<i>\$1,747,913</i>
Estimated Uncommitted Fund Balance (as of June 30)	\$0	\$0



## PART II – PLANS AND SPECIFICATIONS

The facilities, which have been constructed within the City of Garden Grove, and those which may be subsequently constructed, will be serviced and maintained as generally described as follows:

**Street Lighting** - The plans for local lighting including alley lighting, and certain arterial lighting, consist of the lamp location list, the Diagram, and the County Assessor's Maps, all of which are on file in the City Clerk's office and are incorporated herein by reference.

The Diagram shows the existing District boundaries and includes all of the areas of the District with existing street lights. The lamp location list is a tabulated listing of every street in the District by street in alphabetical order. Included in the items listed for each lamp is the exact location by street address, number and lamp size. Lamps are not placed in specific zones, unless they clearly only benefit certain parcels (e.g., Main Street lights, which are funded through the Main Street Assessment District No. 1).

The County Assessor's Maps show each parcel, including its parcel number and the dimension of each parcel in the District. Preceding the Assessor's Maps is an information sheet, which gives instructions for finding an individual parcel's street lighting assessments and for finding lamp locations. These maps are available for inspection in the Engineering Services Division of the Public Works Department.

Specifications for street lighting within the District are indicated within a previously executed contract dated July 22, 1958, by and between the City of Garden Grove and Southern California Edison Company, a copy of which is attached by reference to this report.

**Traffic Signals and Freeway Lighting** - Maps showing the location of traffic signals and freeway lighting within the District, and specifications showing the general nature, location and extent of proposed capital improvements, are on file in the office of the City Clerk and incorporated herein by reference.

## PART III – COST ESTIMATE

The City's budget for the installation, operation, maintenance and servicing of lighting details the estimated costs for Fiscal Year 2021-22 as available at the time of preparation of this report, and includes engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with the District proceedings.

	Estimated Costs	Allocated Engineering & Incidentals	Contributions from Other Funds	Total to Assessment
<b>Local Lighting Cost</b> (from Street Lighting Cost Table)	\$832,650			
<b>Total Local Lighting Cost</b>	<b>\$832,650</b>	\$249,432.54	(\$349,474)	\$732,609
<b>Alley Lighting Costs</b> (from Street Lighting Cost Table)	\$ 1,966.80			
<b>Total Alley Lighting Cost</b>	<b>\$1,967</b>	\$589	(\$1,072)	\$1,484
<b>Arterial Lighting Cost to All Assessable Properties:</b>				
Arterial Lighting Cost	\$262,265			
Signal Maintenance	\$243,117			
Freeway Underpass Lighting (LS3 Sched. incl. in Arterial Lights above)	\$5,000			
<b>Total Arterial Lighting Cost</b>	<b>\$510,382</b>	\$152,892	(\$59,019)	\$604,255
<b>Total Lighting Costs</b>	<b>\$1,344,999</b>	<b>\$402,914</b>	<b>(\$409,565)</b>	<b>\$1,338,348</b>
<u>Engineering and Incidentals</u>				
0020 Management - Regular Salaries	\$24,717			
3000 Public Works General Administration Regular Salaries	\$39,917			
3210 Street Lighting Regular Salaries	\$205,725			
3210 Overtime	\$1,670			
3210 Commodities	\$2,540			
3210 Insurance / Liability	\$41,945			
3210 Facilities Maint., Finance Mgmt., Operational and General Admin Support	\$59,900			
3210 Contractual Services	\$26,500			
<b>Total Engineering and Incidentals</b>	<b>\$402,914</b>			
<b>Starting Fund Balance (Fund Balance as of July 1, 2021)</b>	\$0			
<b>General Fund Contribution to balance budget</b>	(\$409,565)			
<b>Total Contributions from Other Funds</b>	(\$409,565)			
<b>Estimated Reserve (Fund Balance as of June 30, 2022)</b>	\$0			
<b>Total Estimated 2021-22 Assessment</b>	<b>\$1,338,348</b>			

The 1972 Act requires that a special fund be set-up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the District by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

The detail of the estimated cost of operating, maintaining and servicing local and arterial street lighting including alleys and safety lights within the District for Fiscal Year 2021-22 is set forth below:

<b>STREET LIGHTING - EDISON OWNED</b>						
<b>Local Lighting:</b>						
<u>Watts</u>	<u>Lamp Size</u>	<u>Number</u>			<u>Cost</u>	
22	3,000 L	6	@	\$ 11.17 x 12 mos.	\$ 804.24	
31	4,000 L	4,257	@	11.61 x 12 mos.	593,085.24	
39	5,000 L	1,665	@	11.95 x 12 mos.	238,761.00	
		<u>5,928</u>			\$ 832,650.48	\$ 832,650.48
<b>Alley Lighting:</b>						
<u>Watts</u>	<u>Lamp Size</u>	<u>Number</u>			<u>Cost</u>	
31	4,000 L	10	@	\$ 11.61 x 12 mos.	\$ 1,393.20	
39	5,000 L	4	@	11.95 x 12 mos.	573.60	
		<u>14</u>			\$ 1,966.80	\$ 1,966.80
<b>Arterial Lighting:</b>						
<u>Watts</u>	<u>Lamp Size</u>	<u>Number</u>			<u>Cost</u>	
71	8,500 L	19	@	\$ 13.94 x 12 mos.	\$ 3,178.32	
82	10,000 L	1,209	@	14.95 x 12 mos.	216,894.60	
136	15,000 L	51	@	17.67 x 12 mos.	10,814.04	
		<u>1,279</u>			\$ 230,886.96	\$ 230,886.96
<b>STREET LIGHTING - CITY OWNED (Arterial)</b>						
<u>Watts</u>	<u>Lamp Size</u>	<u>Number</u>			<u>Cost</u>	
39	9,500 L	6	@	\$ 1.17 x 12 mos.	\$ 84.24	
71	16,000 L	55	@	2.28 x 12 mos.	1,504.80	
138	27,500 L	580	@	4.28 x 12 mos.	29,788.80	
		<u>641</u>			\$ 31,377.84	\$ 31,377.84
<b>TOTAL</b>						<b>\$ 1,096,882.08</b> <sup>1</sup>

<sup>1</sup> The costs above represent the conversion of the Edison-owned and City-owned street lights to light emitting diode (LED). The new LED rate changes are reflected in current budgeted estimated costs.

## PART IV - METHOD OF APPORTIONMENT

### General

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include the maintenance and servicing of street lights, traffic signals, landscaping and park and recreational facilities.

Section 22573, of the Landscaping and Lighting Act of 1972 requires that maintenance assessments be levied according to benefit rather than according to assessed value. This Section states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The Act permits the designation of zones of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax."

### Exemption from Articles XIIC and XIID

As a result of the passage of Proposition 218 by Voters on November 5, 1996, Articles XIIC and XIID were added to the California Constitution. The new procedural and approval process outlined in these articles apply to those districts that do not qualify for an exemption as provided therein. There are several exemptions provided, including: 1) a district that received prior voter approval, 2) a district originated with a petition signed by 100 percent of the property owners in the district, or 3) a district complying with the requirements set forth in Section 5(a) of Article XIID that states:

"...assessments existing on the effective date of this Article shall be exempt from the procedures and approval process set forth in Section 4 [if they were] imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control."

The street lighting assessment existed in Fiscal Year 1996-97 and funded improvements that are classified as street improvements. Street improvement as defined herein is based on the definitions provided by the Office of the Controller for the State of California in the Guidelines Relating to Gas Tax Expenditures published by the Division of Local Government Fiscal Affairs. The state's gas tax program is administered in city agencies, but audited by the Office of the State Controller. The proceeds of the gas tax are



statutorily limited to expenditures for streets and roads. Because the funds are restricted to street and road costs, the State Controller has developed "Street Purpose Definitions and Guidelines" based on the Manual of Uniform Highway Accounting and Financial Management Procedures developed by the American Association of State Highway Officials. Street improvement, as it relates to this District, is defined as the construction, operation, or maintenance of facilities within the right-of-way used for street or road purposes including but not limited to the following:

- Installation or expansion of the street lighting system including replacement of old equipment with superior equipment, installation of traffic signals at intersections and railroad crossings, replacement of equipment as required for relocations for street purposes, and purchase and installation of traffic signal control equipment.
- Servicing lighting systems and street or road traffic control devices including repainting and repairing traffic signals and lighting standards; and furnishing of power for street and road lighting and traffic control devices.

Therefore, the assessments levied for street improvements as defined above are exempt from the Article XIID procedural and approval process.

## **Special Benefit Analysis**

**Local Lighting** - The installation, operation, maintenance and servicing of lighting along streets and alleys in close proximity to certain lots or parcels provides a special benefit to such lots or parcels, enhancing their value by providing illumination resulting in: 1) improved security of such lots or parcels, 2) improved ingress and egress from such lots or parcels by illuminating access after sunset, and 3) improved nighttime visibility for the local access of emergency vehicles. In the case of commercial lots or parcels, these local lights, by improving ingress and egress, facilitate the opening and operation of businesses after sunset.

**Arterial Lighting** - The installation, operation, maintenance and servicing of arterial lighting (including traffic signals, intersection safety lighting, freeway underpass lighting, and lighting on arterial streets) provides a special benefit to each and every assessable lot or parcel within the District, enhancing their value by: 1) improved nighttime visibility for the access of emergency vehicles, and 2) improved safety and traffic circulation to and from parcels citywide.

## **Methodology**

### **Local Lighting Assessment**

The special benefit from operation, maintenance and servicing of local street lighting within the District only accrues to those parcels within the District located in areas where such lighting is provided. Therefore, parcels without local street lighting are not assessed for the cost of providing such lighting. Generally, a parcel is determined to have local lighting provided if a street light is within approximately 90 feet of the parcel.

The benefit from local lighting can be measured by increased safety to people and property, as well as the increased availability of lighting. In order to establish the proportionate share of local lighting benefit to any parcel of land in relation to the total special benefits to be received by local lighting, it is necessary to establish a benchmark to relate that one parcel to all others. The benchmark is called the Assessment Unit (AU). The District uses the Single Family Residence (SFR) as the benchmark AU. All other land uses will be compared to the benchmark of the Single Family Residence to gain a comparative Assessment Unit based on population and parcel size as described below. For parcels with local lighting, there exists the core benefit of available lighting for every parcel in the District near a street light. This "Availability" benefit is apportioned to parcels with local lighting in the District on a per parcel basis, and has been assigned one-fourth of the SFR Assessment Unit. In addition to this benefit, parcels in the District benefit from improved safety related to people who own or use the parcels in the District ("Safety to People"), which has been assigned one-half of the SFR Assessment Unit. Parcels also benefit from improved safety related to the parcel itself ("Safety to Property"), which has been assigned one-fourth of the SFR Assessment Unit. The three benefit factors are then added together for a total of 1 AU per SFR.

$$\begin{array}{rcccc} \text{Safety to People Benefit} & + & \text{Safety to Property Benefit} & + & \text{Availability Benefit} & = & \text{SFR Benefit} \\ 1/2 \text{ AU} & & 1/4 \text{ AU} & & 1/4 \text{ AU} & & 1 \text{ AU} \end{array}$$

### **Safety to People**

Assessment law requires that benefit be apportioned to parcels in the District based on the benefit the land receives. It is not, however, contradictory to relate the benefit property receives to the benefit people owning or using such property receive from improved safety as a result of the District's improvements. The Safety to People benefit results in a benefit to land, especially in residential properties, because clearly what is good for people improves the property value of the land and the ability to sell homes, rent apartments, or mobile home spaces.

What is good for people is also important to the Nonresidential and Nonprofit properties in the District. Nonresidential properties receive Safety to People benefit from street lighting through the reduction in criminal acts to employees in their parking lots as well as related traffic safety of employees.

Therefore, the Safety to People benefit received by Nonresidential parcels is, at a minimum, that amount received by single family parcels for every portion of the Nonresidential property equal in size to a typical single family parcel. In addition, in order to distribute benefit between the Nonresidential parcels, the individual lot size of each Nonresidential parcel will be used to compute the parcel's benefit points.

Nonprofit properties benefit from local street lighting through the reduction in criminal acts to members or visitors on property grounds as well as traffic safety to people traveling to and from the property. However, on an ongoing basis, nonprofit properties generally have an inconsistent number of people using the facilities on a day-to-day basis. Unlike an office, warehouse, or retail establishment, a typical nonprofit facility will have one or two days of intense use and more days of less intensive use where a

small staff takes care of necessary duties. Therefore, the nonprofit parcels should be assessed at a lower level than other Nonresidential properties, with a minimum assessment equal to a single family residence.

The safety benefit as it relates to safety of the person is apportioned to properties in the District based on the following demographic population information for residential uses as provided by the City of Garden Grove Planning Department. The Nonresidential and Nonprofit uses are related to the residential uses utilizing the Single Family Residential average density of 7,200 square feet as shown in Table 1:

**TABLE 1 - POPULATION DEMOGRAPHICS (SAFETY TO PEOPLE)**

Land Use Description	Population per Unit	Rounded % of SFR	Safety to People Benefit (1/2)
Single Family Residential (SFR)	3.51/unit	100%	0.50
Condominium	3.02/unit	85%	0.43
Multiple Family Residential	3.38/unit	95%	0.45
Mobile Home	1.50/unit	40%	0.20
Nonresidential	3.51/7,200 sq. ft.	100%	0.50
Nonprofit	1.755/7,200 sq. ft.	50%	0.25
Vacant	0/parcel	0%	0.00

**Safety to Property**

Both Residential and Nonresidential properties, including Commercial, Industrial, Nonprofit and Vacant parcels, receive benefit from local lighting operation, maintenance and servicing related to the protection of buildings, personal property, business equipment, inventory, materials, etc. located on the property. The Safety to Property benefit is apportioned to properties in the District based on relative property size as available from the City of Garden Grove Planning Department for Residential uses and Assessor's Parcel Maps for Nonresidential land uses.

For the Residential uses, an average density has been used to determine the per unit parcel size. The Nonresidential, Nonprofit and Vacant uses are related to the Residential uses utilizing the Single Family Residential average density of 7,200 square feet as shown in Table 2:

**TABLE 2 - AVERAGE DENSITY PER LAND USE (SAFETY TO PROPERTY)**

Land Use Description	Square Feet per Unit	Rounded % of SFR	Safety to Property Benefit (1/4)
Single Family Residential (SFR)	7,200 sf/unit	100%	0.25
Condominium	3,300 sf/unit	46%	0.12
Multiple Family Residential	2,600 sf/unit	36%	0.09
Mobile Home	3,700 sf/unit	51%	0.13
Nonresidential	7,200 sf/unit	100%	0.25
Nonprofit	7,200 sf/unit	100%	0.25
Vacant	7,200 sf/unit	100%	0.25

In determining the benefit for local lighting, larger properties do not necessarily receive benefit in proportion to their larger size, because a large share of the property may not be protected by the light on the street. In addition, these properties would typically have to provide their own privately funded lighting system in order to afford protection to their entire lot. To account for this, Safety to Property benefit points per unit will only be assigned up to 20 dwelling units or 20 times 7,200 square feet (144,000 square feet) for Nonresidential and Vacant properties. However, a lower maximum assessment, based on 5 dwelling units or 36,000 square feet, is appropriate for the nonprofit parcels, because these properties are less susceptible to criminal activity since the services provided on the premises are not for profit.

Table 3 shows the breakdown of the Assessment Unit benefit points assigned to each land use for those properties located in areas with local street lights.

**TABLE 3 - LOCAL LIGHTING BENEFIT FACTORS**

Land Use Description	Safety to People	Safety to Property	Availability Benefit	Total AU's
Single Family Residential (SFR)	.50/unit	.25/unit	.25/parcel	1.00/parcel
Condominium	.43/unit	.12/unit	.25/parcel	.79/parcel
Multi-family up to 20 units	.45/unit	.09/unit	.25/parcel	.54/unit + .25/parcel
Multi-family more than 20 units	.45/unit	1.80/parcel	.25/parcel	.45/unit + 2.05/parcel
Mobile Home up to 20 units	.20/unit	.13/unit	.25/parcel	.33/unit + .25/parcel
Mobile Home more than 20 units	.20/unit	2.60/parcel	.25/parcel	.20/unit + 2.85/parcel
Nonresidential minimum 7,200sf *	.50/parcel	.25/parcel	.25/parcel	1.00/parcel
Nonresidential 7,200 to 144,000sf	.50/7,200sf	.25/7,200sf	.25/parcel	.75/7,200sf + .25/parcel
Nonresidential > 144,000sf	.50/7,200sf	5.00/parcel	.25/parcel	.50/7,200sf + 5.25/parcel
Nonprofit minimum 10,800sf *	.50/parcel	.25/parcel	.25/parcel	1.00/parcel
Nonprofit 10,800 to 36,000sf	.25/7,200sf	.25/7,200sf	.25/parcel	.50/7,200sf + .25/parcel
Nonprofit > 36,000sf	.25/7,200sf	1.25/parcel	.25/parcel	.25/7,200sf + 1.50/parcel
Vacant minimum 7,200sf	.00/7,200sf	.25/parcel	.25/parcel	.50/parcel
Vacant 7,200 to 144,000sf	.00/7,200sf	.25/7,200sf	.25/parcel	.25/7,200sf + .25/parcel
Vacant maximum > 144,000sf	.00/7,200sf	5.00/parcel	.25/parcel	5.25/parcel

\*Minimum assessment is equal to a single family residence

Table 4 provides a summary of assessment units for the different land uses for local lighting benefit.

**TABLE 4 - LOCAL LIGHTING ASSESSMENT UNIT SUMMARY**

Land Use Description	Parcels	Dwellings	Square Ft	Total AU's
Single Family Residential	22,042	22,043	0	22,043.000
Condominium	5,894	5,935	0	4,688.650
Multiple Family Residential	1,063	12,689	0	6,711.460
Mobile Home	12	1,197	0	273.600
Nonresidential *	1,515	0	68,353,034	7,122.297
Nonprofit *	115	0	7,885,796	411.349
Vacant	62	0	847,590	46.677
<b>Totals</b>	<b>30,703</b>	<b>41,864</b>	<b>77,086,420</b>	<b>41,297.033</b>

\* Square feet shown are total square feet. Nonresidential and Nonprofit parcels are assessed a minimum of 1 AU.

The rate per AU is calculated by dividing the total budget amount by the total number of AU's:

$$\$732,609 / 41,297.033 \text{ AU's} = \$17.74 / \text{AU}$$

### **Arterial Lighting**

All parcels in the District receive a special benefit from the installation, operation, maintenance and servicing of traffic signals and freeway lighting as well as the operation, maintenance and servicing of safety lighting and street lighting on arterial streets. The arterial lighting, traffic signals, safety lighting, freeway lighting, and capital improvements (Arterial Lighting) are provided throughout the City and all properties in the City may easily access these improvements. In contrast to Local Lighting, Arterial Lighting benefits properties primarily because the properties, and the persons using the properties, are provided safe arterial street access. Therefore, Arterial Lighting benefit will be apportioned to Residential and Nonresidential parcels in the District on a per unit basis taking into account demographic population information.

Nonresidential and Nonprofit parcels rely in large part on the flow of through traffic to attract employees, members and customers, and therefore benefit from Arterial Lighting, at least as much as single family residential parcels. Accordingly, these parcels are assessed the minimum that would be assessed to a 7,200 square foot Residential parcel. Since larger parcels, which attract more employees, members and customers, derive a greater benefit from the traffic signals and safety lighting than smaller parcels, the assessment for a Nonresidential or Nonprofit parcel is calculated based on the square footage of the parcel.

Arterial Lighting benefit is based on the demographic population information shown in Table 1 (Population Demographics) above. All residential uses are related based on the average population for the respective land use. The Nonresidential and Nonprofit land uses have been assigned a minimum single family factor

under the premise that regardless of the Nonresidential use, the minimum benefit to the parcel is that of a single family residence.

The single family factor of 1.0 benefit point per unit is assigned to every 7,200 square foot portion of a Nonresidential parcel with every parcel assigned a minimum of 7,200 square feet. The 7,200 square feet is based on the City of Garden Grove Planning Department information regarding typical zoning density for single family houses of six homes per acre as shown in Table 2 (Average Density Per Unit) above.

Nonprofit parcels benefit from safe arterial street access and the flow of through traffic to attract members. Because Nonprofit parcels are typically used less intensively than other Nonresidential uses, they are assessed at a lower rate than the Nonresidential uses. Nonprofit parcels are assessed at one-half the rate of the Nonresidential uses, with a minimum assessment equal to a single family residence.

Vacant properties, which have no people residing on the property, also benefit from arterial lighting because of the convenience associated with emergency vehicle access and other traffic that must use the arterial streets to service the Vacant properties in the District. Therefore, Vacant parcels are assigned a per parcel benefit point. Vacant parcels are assigned 0.25 benefit points per parcel, based on the core benefit attributable to every assessable parcel in the District from Arterial Lighting.

Table 5 shows the breakdown of the Assessment Units assigned to each land use for all assessable property in the District.

**TABLE 5 - ARTERIAL LIGHTING BENEFIT**

<b>Land Use Description</b>	<b>Total AU's</b>
Single Family Residential (SFR)	1.00 / unit
Condominium	0.85 / unit
Multiple Family Residential	0.95 / unit
Mobile Home	0.40 / unit
Nonresidential	1.00 / 7,200 sf *
Nonprofit	0.50 / 7,200 sf *
Vacant	0.25 / parcel

\*Minimum assessment is equal to a Single Family Residence (SFR)

Table 6 provides a summary of assessment units for the different land uses for arterial lighting benefit.

**TABLE 6 - ARTERIAL LIGHTING ASSESSMENT UNIT SUMMARY**

Land Use Description	Parcels	Dwellings	Square Ft	Total AU's
Single Family Residential (SFR)	26,320	26,321		26,321.000
Condominium	5,895	5,940		5,049.000
Multiple Family Residential	1,147	13,454		12,781.300
Mobile Home	14	1,559		623.600
Nonresidential *	1,543		69,592,955	9,727.224
Nonprofit *	115		7,856,789	560.120
Vacant	81		980,848	20.250
<b>Totals</b>	<b>35,115</b>	<b>47,274</b>	<b>78,430,592</b>	<b>55,082.494</b>

\* Square feet shown are total square feet. Nonresidential and Nonprofit parcels are assessed a minimum of 1 AU.

The rate per AU is calculated by dividing the total budget amount by the total number of AU's:

$$\$604,255 / 55,082.494 \text{ AU's} = \$10.97 / \text{AU}$$

### Alley Lighting

Residential properties fronting alleys with local alley lighting are assessed for local alley lighting contiguous to such parcels in addition to any other lighting benefits. These properties receive a special and direct benefit from the local alley lighting. There are currently 58 single family residential parcels receiving this benefit, therefore the rate per parcel is calculated by dividing the total budget amount by the total number of parcels:

$$\$1,484 / 58 \text{ parcels} = \$25.59 / \text{Parcel}$$

### Engineering and Incidental Expenses

All parcels within the District benefit from the ongoing operation of the District. Therefore, all parcels assessed in the District receive a share of the administrative costs for the District based on their lighting benefit.

### Total Assessment

The total assessment for each parcel is the sum of its assessments for local lighting, alley lighting, arterial lighting, engineering and incidentals, and, if appropriate, its assessment for Main Street Lighting improvements.

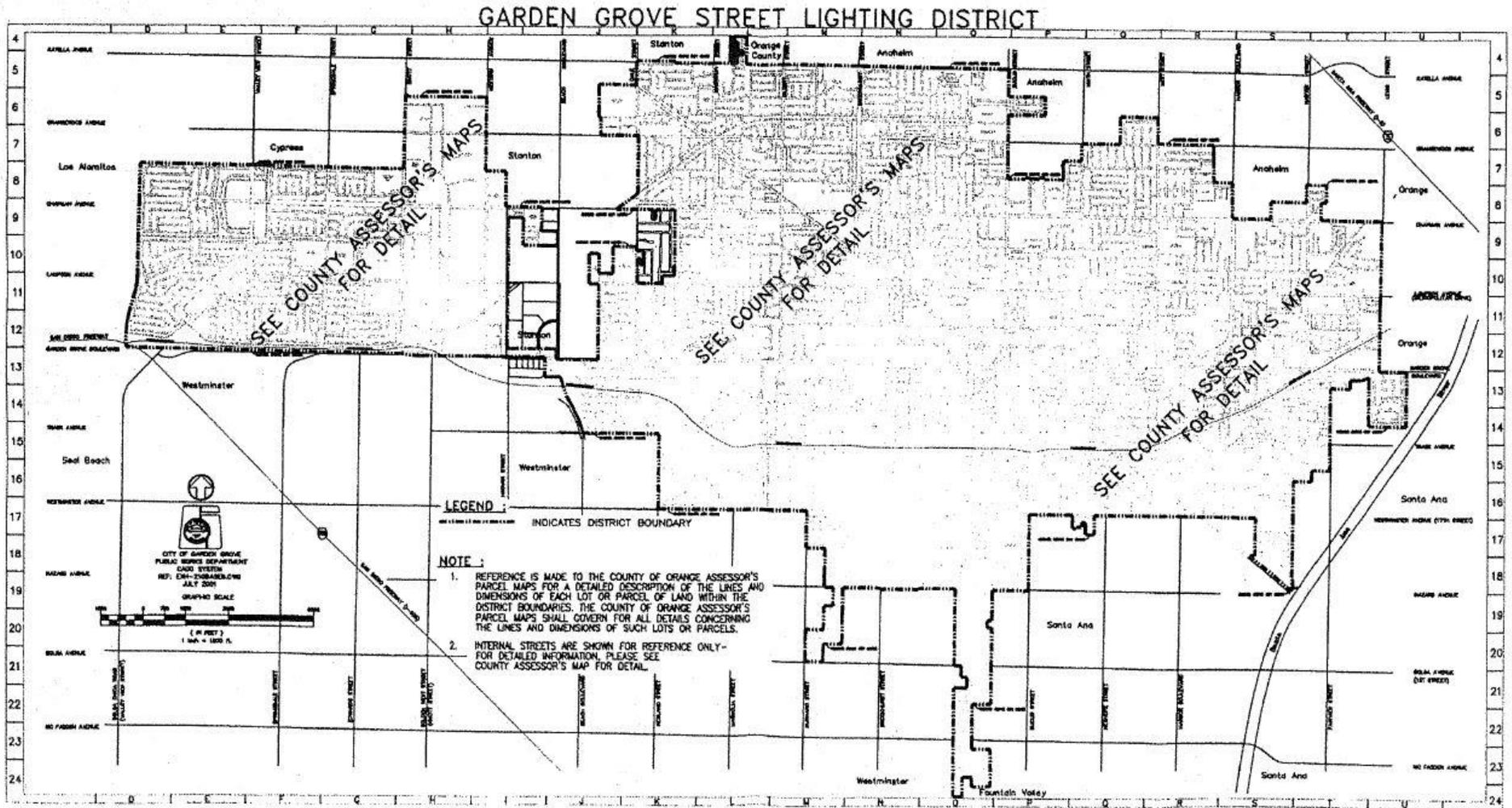


## APPENDIX A – ASSESSMENT DIAGRAM

A diagram showing the exterior boundaries of the District and the area assessed for Main Street Lighting (nonresidential properties on Main Street between Acacia Parkway and Garden Grove Boulevard) is on file in the Office of the City Clerk and incorporated herein by reference.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Assessor of the County of Orange for the fiscal year to which this report applies. The Assessor's maps and records are incorporated by reference herein and made part of this report.

A reduced copy of the City of Garden Grove Street Lighting Maintenance District Map is provided on the following page.





## **APPENDIX B – ASSESSMENT ROLL**

The total proposed assessment for Fiscal Year 2021-22 and the amount of the total proposed assessment apportioned to each lot or parcel within the District, as shown on the latest assessment roll at the Orange County Assessor's Office, are contained in the Assessment Roll on file in the Office of the City Clerk of the City of Garden Grove, which is incorporated herein by reference.

The description of each lot or parcel is part of the records of the Assessor of the County of Orange and these records are, by reference, made part of this Report.



**GARDEN GROVE**

## **CITY OF GARDEN GROVE**

**ENGINEER'S REPORT**

**STREET LIGHTING DISTRICT NO. 99-1**

**FISCAL YEAR 2021-22**

**ORANGE COUNTY, CALIFORNIA**

**April 27, 2021**

*PREPARED BY*



**Harris & Associates**

*22 Executive Park, Suite 200*

*Irvine, CA 92614*

*[www.weareharris.com](http://www.weareharris.com)*

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# ENGINEER'S CERTIFICATION

**AGENCY:** THE CITY OF GARDEN GROVE

**PROJECT:** STREET LIGHTING DISTRICT NO. 99-1

**TO:** THE CITY COUNCIL OF THE  
CITY OF GARDEN GROVE  
STATE OF CALIFORNIA

## ENGINEER'S REPORT FOR FISCAL YEAR 2021-22

The preparation of this Annual Engineer's Report ("Report") is in conformance with the obligation of the City Council for the annual levy of assessments within the Street Lighting District No. 99-1 of the City of Garden Grove to provide lighting services upon each lot or parcel of land in the district in proportion to the estimated benefit to be received by each such lot or parcel of land for Fiscal Year 2021-22. Services will be provided through June 30, 2022.

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500) ("Act"), Article XIID, Section 5(a) of the State of California Constitution, and in accordance with the City of Garden Grove's Resolution being adopted by the City Council for:

### **STREET LIGHTING DISTRICT NO. 99-1**

(Hereinafter referred to as the "District"),

I, Alison Bouley, authorized representative of the District, the duly appointed Assessment Engineer submit the following Report which consists of the following four (4) parts and Appendices:

#### **PART I**

**Overview:** Provides the background and reason for the District.

#### **PART II**

**Plans and Specifications:** Plans and specifications for the existing and ultimate improvements are as set forth on the lists thereof, attached hereto, and are on file in the office of the City Engineer and are incorporated herein by reference.

**PART III**

**Cost Estimate:** An estimate of the costs of the maintenance and/or servicing of the existing and ultimate improvements for Fiscal Year 2021-22, including incidental costs and expenses in connection therewith.

**PART IV**

**Method of Apportionment of the Assessments:** The method of apportionment of assessments indicates the proposed assessment of the net amount of the costs and expenses of the maintenance and/or servicing of the existing and ultimate improvements to be assessed upon the several lots and parcels of land within the District in proportion to the estimated special benefits to be received by such lots and parcels.

**Appendices**

Appendix A – Assessment Diagram

Appendix B – Assessment Roll

In conclusion, it is my opinion that the costs and expenses of the District have been assessed to the lots and parcels within the boundaries of the District in proportion to the estimated benefits to be received by each lot or parcel from the services provided and in conformance with the assessment methodology adopted by the City Council for the levying of assessments.

DATED: April 27, 2021



---

Alison Bouley, P.E., Assessment Engineer  
R.C.E. No. C61383  
Engineer of Work  
County of Orange  
State of California

## **PART I – OVERVIEW**

This Report is prepared pursuant to the City Council action taken at their regular meeting ordering a Report for the Street Lighting District No. 99-1 and the levy of assessments for the Fiscal Year commencing July 1, 2021 and ending June 30, 2022. This Report is prepared in compliance with the requirements of Proposition 218 as stated in Articles XIIC and XIID of the California Constitution (hereinafter referred to as “Articles”), and the Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code (hereinafter referred to as “Act”).

### **Background**

The City of Garden Grove currently levies an assessment for street lighting on parcels throughout the City through its Citywide Street Lighting District (hereinafter referred to as “Citywide SLD”). Since the formation of the Citywide SLD, two non-contiguous residential areas have been annexed and incorporated into the City pursuant to LAFCO Annexation No. 141. These two areas were previously provided local and arterial street lighting by the County of Orange. The City is now required to provide resources in order to maintain the current levels of service for both local and arterial lighting for these two areas. Zone 1 is assessed for local and arterial lighting within this District. Zone 2 is assessed for local lighting only in this District, while the arterial lighting is covered by the Citywide SLD.

The assessment methodology contained herein incorporates an analysis of general benefit and special benefit as approved by the City Council at the time the District was formed. The assessments to be levied on each property do not exceed the reasonable cost of proportional special benefit conferred on each parcel from the funded operation and maintenance of street light improvements.

In addition to LAFCO Annexation No. 141, six owners of residential property, in a contiguous area of the City currently within Citywide SLD and assessed for arterial lighting only, petitioned the City for the installation and maintenance of a single local street lamp to benefit their properties. Therefore, the annual costs of maintaining the local and arterial lighting that benefit these property owners is to be assessed annually through the District.



## **PART II – PLANS AND SPECIFICATIONS**

The facilities, which have been constructed within the City of Garden Grove, and those which may be subsequently constructed, will be serviced and maintained as generally described as follows:

The improvements to be operated, maintained and serviced by the District are that portion of the local and arterial street lighting system of the City of Garden Grove that confers special benefit to the District parcels. The specific location of both local and arterial street light improvements within the City can be found on the Street Light Inventory Maps maintained by the City and on file in the office of the City Engineer where they are available for inspection.

Article XIID of the California Constitution defines “maintenance and operation expenses” as “the cost of rent, repair, replacement, rehabilitation, fuel, power, electrical current, care and supervision necessary to properly operate and maintain a permanent public improvement”. The District funding includes, but is not limited to, the removal, repair, replacement or relocation of light standards, poles, bulbs, fixtures and all appurtenances, electrical energy, supplies, and engineering and incidental costs relating to the operation and maintenance of the local and arterial lighting benefiting the District parcels.

The local street lighting improvements to be operated, maintained and serviced by the District include all Edison owned street lights within the right-of-way of the local public streets located within the boundaries of the District as displayed in Exhibit A. These lights are all within close proximity to the District parcels and provide special benefit to such parcels.

The arterial street lighting improvements to be operated, maintained and serviced by the District include a reasonable allocation of all Edison-owned street light operation, maintenance and servicing on the major arterial streets within the City that provide special benefit to Zone 1. Arterial lighting for parcels within Zone 2 is currently provided by an assessment through the Citywide SLD and are not part of the District improvements.

## PART III – COST ESTIMATE

The City's budget for the installation, operation, maintenance and servicing of lighting details the estimated costs for Fiscal Year 2021-22 as available at the time of preparation of this Report, and includes engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with the District proceedings.

Lighting Cost		Zone 1	Zone 2	Total
<b>Lamp Size</b>	<b>Number</b>			
4,000 lumen LED bulbs	43 @ \$139.32 per year	\$5,870.94	\$119.82	\$5,990.76
Engineering & Incidentals	(1)	\$818.97	\$16.71	\$835.68
<b>Cost Local Lighting</b>		<b>\$6,689.91</b>	<b>\$136.53</b>	<b>\$6,826.44</b>
Arterial Lighting Cost	(2)	\$3,789.28	\$0.00	\$3,789.28
Less: City Contribution	(3)	(\$1,250.46)	\$0.00	(\$1,250.46)
Engineering & Incidentals	(1)	\$660.00	\$0.00	\$660.00
<b>Cost Arterial Lighting</b>		<b>\$3,198.82</b>	<b>\$0.00</b>	<b>\$3,198.82</b>
Total Lighting Cost		\$9,888.73	\$136.53	\$10,025.26
District Engineering	(4)	\$1,529.48	\$21.12	\$1,550.60
<b>Total 2021-22 District Expense Budget*</b>		<b>\$11,418.21</b>	<b>\$157.65</b>	<b>\$11,575.86</b>
General Fund Contribution	(5)	(\$1,645.51)	(\$51.21)	(\$1,696.72)
<b>Total Estimated 2021-22 Assessment</b>		<b>\$9,772.70</b>	<b>\$106.44</b>	<b>\$9,879.14</b>
Cost per assessed parcel				
	SINGLE FAMILY	\$28.71	\$17.74	
	CONDOS/TOWNHOMES	\$23.33		
	MULTI-FAMILY	Varies		
	VACANT	Varies		

- (1) Engineering and Incidentals include, but are not limited to, City Engineering department maintenance.
- (2) Gail Lane property owners pay for arterial lighting through the Citywide SLD.
- (3) City contribution represents 33% of arterial lighting cost relating to general benefit.
- (4) District engineering includes the cost of compliance with Proposition 218.
- (5) General Fund contribution required to offset shortfall due to fixed assessment rates.
- \* Fund Balance included in the Citywide District

The Edison-owned street lights were converted to light emitting diode (LED) in 2018 and the City owned lights were converted to LED in 2020.

The 1972 Act requires that a special fund be set-up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the District by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next Fiscal Year.

## **PART IV – METHOD OF APPORTIONMENT**

### **General**

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment Districts by cities for the purpose of providing certain public improvements which include the maintenance and servicing of street lights, traffic signals, landscaping and park and recreational facilities.

Section 22573, Landscaping and Lighting Act of 1972 requires that maintenance assessments be levied according to benefit rather than according to assessed value. This Section states:

"The net amount to be assessed upon lands within an assessment District may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

### **Zones of Benefit**

The Act permits the designation of zones of benefit within any individual assessment District if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax."

The District has two zones of benefit which were established at the time of formation to apportion the cost of the District improvements based on proportional special benefit conferred on each property in the zones. The District provides Zone 1, as described below, both local and arterial lighting benefits and provides Zone 2 local lighting benefit only. Zone 2, as described below, is currently assessed for arterial lighting through the Citywide SLD.

#### **Zone 1**

Zone 1 of the District is comprised of property within LAFCO Annexation No. 141 that incorporates into the City boundary two non-contiguous residential areas. The first annexation area includes 290 parcels in the area northeast of the corner of Dale Street and Lampson Avenue. The second annexation area includes 54 parcels on the west side of Fairview Avenue, south of Trask Avenue. These areas are displayed on separate maps as Appendix A.

## **Zone 2**

Zone 2 includes 6 single-family residential parcels located on Gail Lane, north of Chapman Avenue. This area of the City was without local street lighting, and the property owners of the parcels petitioned the City for the installation, operation, maintenance and servicing of a single local street light on Gail Lane that benefits their properties.

## **Boundaries of the District**

The boundaries of Street Lighting District No. 99-1 are three non-contiguous residential areas in the City and are shown on the maps on file in the office of the City Engineer and attached as Appendix A.

In addition, Article XIID Section 4 of the State Constitution requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Section 4 provides that only special benefits are assessable and the City must separate the general benefits from the special benefits.

## **Methodology**

### **General Benefit**

The City recognizes that a portion of the maintenance, operation and servicing of the City's arterial lighting improvements funded by the District provide a general benefit to the public at large. City traffic studies have shown that 33% of the City traffic flow on arterial streets is related to through traffic from surrounding regional areas. This pass-through traffic is an appropriate measure of the general benefit provided by the maintenance, operation and servicing of arterial lights. Therefore, the City is making a contribution of funds to the District equal to or in excess of the 33% of the estimated arterial lighting costs for the District. This amount is shown in the Estimated District Budget as the "City Contribution".

### **Special Benefit**

Articles XIIC and XIID of the California Constitution define special benefit as "a particular and distinct benefit over and above general benefits conferred on real property located in the District or to the public at large. General enhancement of property value does not constitute 'special benefit'." The method of assessment for each Zone analyzes the special benefit each parcel receives from the improvements funded in each Zone. The costs are spread to the individual parcels based on their assigned Assessment Units.

Assessments for the District are being levied to provide funding for the following:

1. The operation, maintenance, and servicing of local street lights in close proximity, within approximately 90 feet, to certain lots and parcels which provide a direct special benefit to such lots or parcels.
2. The operation, maintenance, and servicing of arterial street lights which provide a special benefit to all the assessable parcels within the District whether or not such parcels are in close proximity to such lighting.

### **Local Lighting Apportionment**

The special benefit from operation, maintenance and servicing of local street lighting within the District only accrues to those parcels within the District located in areas where such lighting is provided. Therefore, parcels without local street lighting are not assessed for the cost of providing such lighting. Generally, a parcel is determined to have local lighting provided if a street light is within approximately 90 feet of the parcel.

The benefit from local lighting can be measured by increased safety to people and property, as well as the increased availability of lighting. In order to establish the proportionate share of local lighting benefit to any parcel of land in relation to the total special benefits to be received by local lighting, it is necessary to establish a benchmark to relate that one parcel to all others. The benchmark is called the Assessment Unit (AU). The District uses the Single Family Residence (SFR) as the benchmark AU. All other land uses will be compared to the benchmark of the Single Family Residence to gain a comparative Assessment Unit based on population and parcel size as described below. For parcels with local lighting, there exists the core benefit of available lighting for every parcel in the District near a street light. This "Availability" benefit is apportioned to parcels with local lighting in the District on a per parcel basis, and has been assigned one-fourth of the SFR Assessment Unit. In addition to this benefit, parcels in the District benefit from improved safety related to people who own or use the parcels in the District ("Safety to People"), which has been assigned one-half of the SFR Assessment Unit. Parcels also benefit from improved safety related to the parcel itself ("Safety to Property"), which has been assigned one-fourth of the SFR Assessment Unit. The three benefit factors are then added together for a total of 1 AU per SFR.

$$\begin{array}{ccccccc} \text{Safety to People Benefit} & + & \text{Safety to Property Benefit} & + & \text{Availability Benefit} & = & \text{SFR Benefit} \\ 1/2 \text{ AU} & & 1/4 \text{ AU} & & 1/4 \text{ AU} & & 1 \text{ AU} \end{array}$$

**Safety to People**

The Safety to People benefit results in a special benefit to residential parcels because local street lighting improves traffic safety during ingress and egress to the property and creates a deterrent to crime against people on the property. Vacant, non-developable properties within the District are not perceived to receive Safety to People benefit.

The Safety to People benefit is apportioned to properties in the District based on the following demographic population information for residential uses as provided by the City of Garden Grove Planning Department, as shown in Table 1.

**TABLE 1 - POPULATION DEMOGRAPHICS (SAFETY TO PEOPLE)**

Land Use Description	Population per Unit	Rounded % of SFR	Safety to People Benefit (1/2)
Single Family Residential (SFR)	3.51/unit	100%	0.50
Condominium	3.02/unit	85%	0.43
Multiple Family Residential	3.38/unit	95%	0.45
Vacant	0/parcel	0%	0.00

**Safety to Property**

The Safety to Property benefit results in a special benefit to both residential and vacant non-developable parcels because local lighting operation, maintenance and servicing provides for the protection of buildings and personal property against crimes such as theft and vandalism. The Safety to Property benefit is apportioned to properties in the District based on relative property size as available from the City of Garden Grove Planning Department for residential uses.

For all residential uses, an average density has been used to determine the per unit parcel size. Vacant uses are related to the Residential uses utilizing the Single Family Residential average density of 7,200 square feet as shown in Table 2.

**TABLE 2 - AVERAGE DENSITY PER LAND USE (SAFETY TO PROPERTY)**

Land Use Description	Square Feet per Unit	Rounded % of SFR	Safety to Property Benefit (1/4)
Single Family Residential (SFR)	7,200 sf/unit	100%	0.25
Condominium	3,300 sf/unit	46%	0.12
Multiple Family Residential	2,600 sf/unit	36%	0.09
Vacant	7,200 sf/unit	100%	0.25

In determining the benefit for local lighting, larger properties do not necessarily receive benefit in proportion to their larger size, because a large share of the property may not be protected by the light on the street. In addition, these properties would typically have to provide their own privately funded lighting system in order to afford protection to their entire lot. To account for this, Safety to Property benefit points per unit will only be assigned up to 20 dwelling units or 20 times 7,200 square feet (144,000 square feet) for Vacant properties.

Table 3 shows the breakdown of the Assessment Unit benefit points assigned to each land use for those properties located in areas with local street lights.

**TABLE 3 - LOCAL LIGHTING BENEFIT FACTORS**

Land Use Description	Safety to People	Safety to Property	Availability Benefit	Total AU's
Single Family Residential (SFR)	.50/unit	.25/unit	.25/parcel	1.00/parcel
Condominium	.43/unit	.12/unit	.25/parcel	.79/parcel
Multi-family up to 20 units	.45/unit	.09/unit	.25/parcel	.54/unit + .25/parcel
Multi-family more than 20 units	.45/unit	1.80/parcel	.25/parcel	.45/unit + 2.05/parcel
Vacant minimum 7,200sf	.00/7,200sf	.25/parcel	.25/parcel	.50/parcel
Vacant 7,200 to 144,000sf	.00/7,200sf	.25/7,200sf	.25/parcel	.25/7,200sf + .25/parcel
Vacant maximum > 144,000sf	.00/7,200sf	5.00/parcel	.25/parcel	5.25/parcel

Table 4 provides a summary of assessment units for the different land uses for local lighting benefit.

**TABLE 4 - LOCAL LIGHTING ASSESSMENT UNIT SUMMARY**

Land Use Description	Parcels	Dwellings	Square Ft	Total AU's
Single Family Residential	284	284		284.000
Condominium	52	52		41.080
Multiple Family Residential	13	26		17.290
Vacant	0		0	0.000
<b>Totals</b>	<b>349</b>	<b>362</b>	<b>0</b>	<b>342.370</b>

The rate per AU is calculated by dividing the total budget amount by the total number of AU's:

$$\$6,074 / 342.370 \text{ AU's} = \$17.74 / \text{AU}$$

**Arterial Lighting Apportionment**

All parcels in the District receive a special benefit from the installation, operation, maintenance and servicing of traffic signals and freeway lighting as well as the operation, maintenance and servicing of safety lighting and street lighting on arterial streets. The arterial lighting, traffic signals, safety lighting, freeway lighting, and capital improvements (Arterial Lighting) are provided throughout the City and all properties in the City may easily access these improvements. In contrast to Local Lighting, Arterial Lighting benefits properties primarily because the properties, and the persons using the properties, are provided safe arterial street access. Therefore, Arterial Lighting benefit will be apportioned to parcels in the District on a per unit basis taking into account demographic population information.

Vacant properties, which have no people residing on the property, also benefit from arterial lighting because of the convenience associated with emergency vehicle access and other traffic that must use the arterial streets to service the vacant properties in the District. Therefore, Vacant parcels are assigned a per parcel benefit point. Vacant parcels are assigned 0.25 benefit points per parcel, based on the core benefit attributable to every assessable parcel in the District from Arterial Lighting.

Table 5 shows the breakdown of the Assessment Units assigned to each land use for all assessable property in the District.

**TABLE 5 - ARTERIAL LIGHTING BENEFIT**

Land Use Description	Total AU's
Single Family Residential (SFR)	1.00 / unit
Condominium	0.85 / unit
Multiple Family Residential	0.95 / unit
Vacant	0.25 / parcel

Table 6 provides a summary of assessment units for the different land uses for arterial lighting benefit.

**TABLE 6 - ARTERIAL LIGHTING ASSESSMENT UNIT SUMMARY**

Land Use Description	Parcels	Dwellings	Square Ft	Total AU's
Single Family Residential	278	278		278.000
Condominium	52	52		44.200
Multiple Family Residential	13	26		24.700
Vacant	0		0	
<b>Totals</b>	<b>343</b>	<b>356</b>	<b>0</b>	<b>346.900</b>

The rate per AU is calculated by dividing the total budget amount by the total number of AU's:

$$\$3,805 / 346.900 \text{ AU's} = \$10.97 / \text{AU}$$

**District Engineering Costs**

District Engineering Costs include legal, assessment engineering, and other engineering related costs necessary to achieve the District's compliance with Article XIID of the California Constitution. All parcels in the District benefit from the District Engineering Costs. Each parcel in the zone is allocated a proportionate share of the District Engineering Cost based on its assigned benefit points.

**Total Assessment**

The total assessment for each parcel is the sum of its assessment for local and arterial lighting. Table 7 summarizes the Fiscal Year 2021-22 assessment rates for the various land uses in Zones 1 and 2.

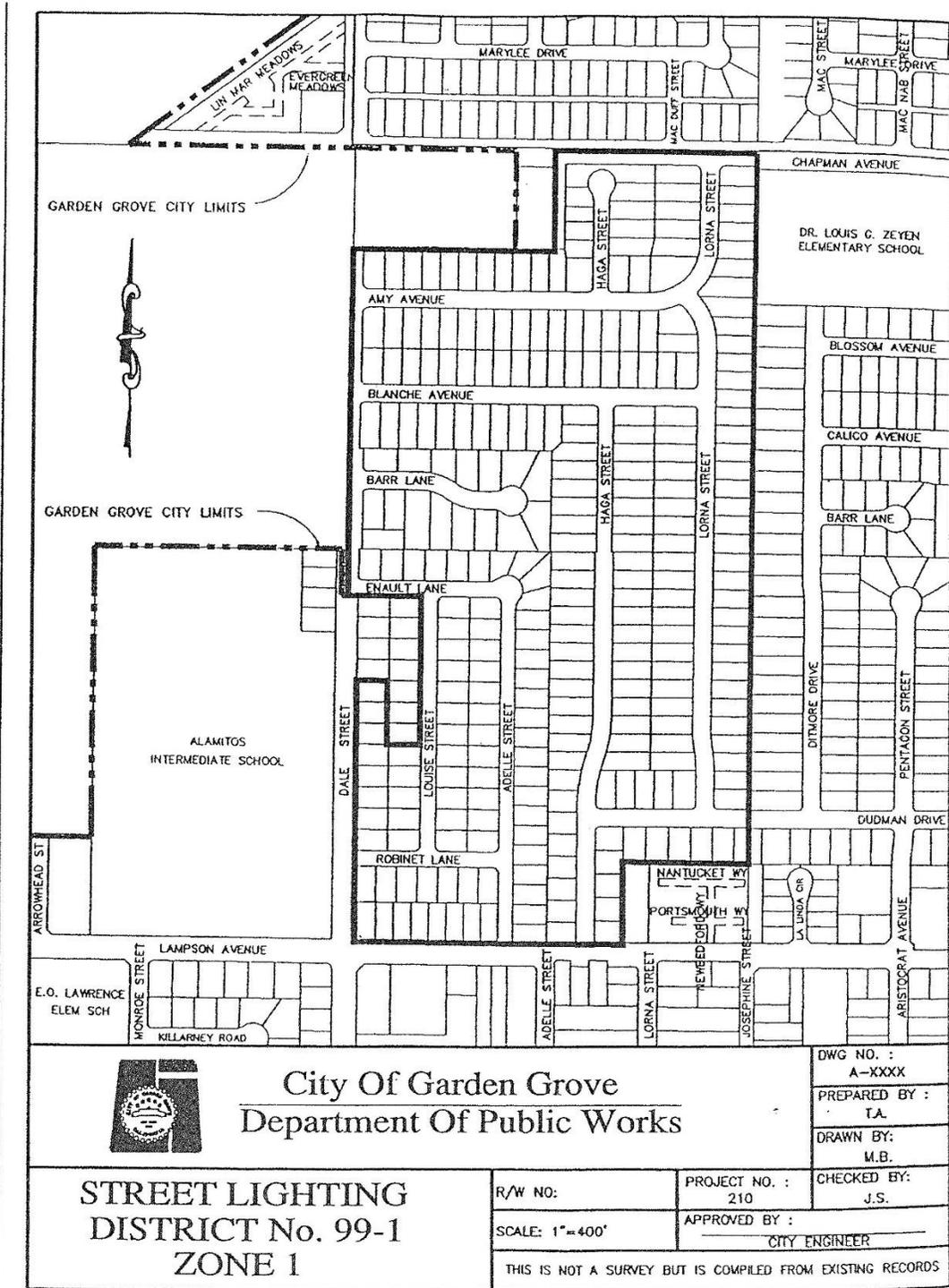
**TABLE 7 - SUMMARY OF ASSESSMENT RATES**

	Zone 1				Zone 2
	Single-family Residential	Condos/Townhomes	Multi-family Residential	Vacant	Single-family Residential
Assessment	per parcel	per unit	per unit	per parcel	per parcel
Local	\$17.74	\$14.01	\$9.58 + \$4.44 per parcel	\$4.44 + \$4.44 per parcel	\$17.74
Arterial	\$10.97	\$9.32	\$10.42	\$2.74	N/A
Total	\$28.71	\$23.33	Varies	Varies	\$17.74

## **APPENDIX A – ASSESSMENT DIAGRAM**

The Assessment Diagram, which shows the exterior boundaries of the Assessment District, the boundaries of any zones within the Assessment District and the lines and dimensions of each lot or parcel of land within the Assessment District, is on file in the offices of the City Engineer and the City Clerk and is incorporated herein by reference.

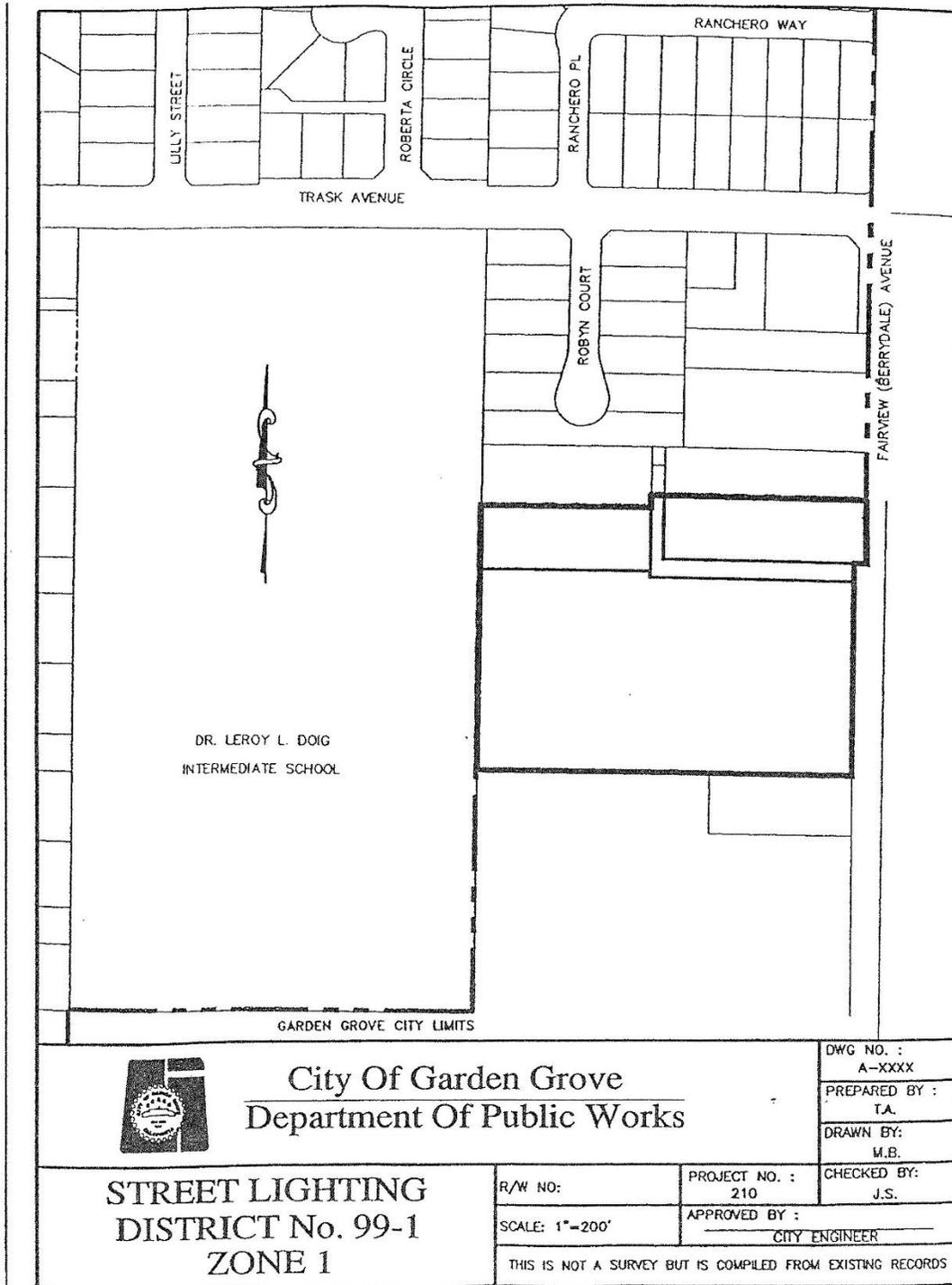
The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Orange for the Fiscal Year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

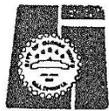
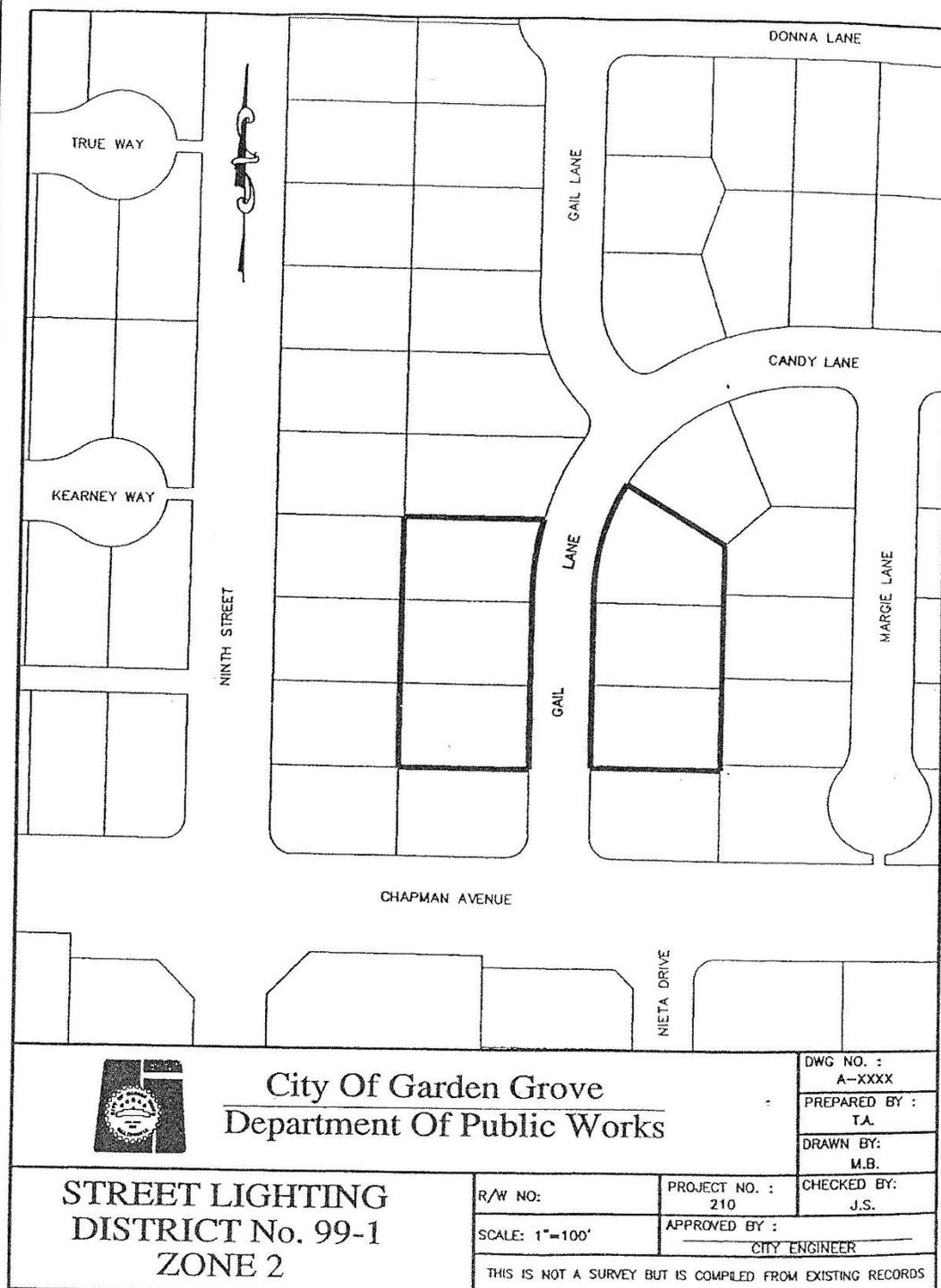


**City Of Garden Grove**  
**Department Of Public Works**

**STREET LIGHTING**  
**DISTRICT No. 99-1**  
**ZONE 1**

R/W NO:	PROJECT NO. : 210	DWG NO. : A-XXXX
SCALE: 1"=400'	APPROVED BY : CITY ENGINEER	PREPARED BY : T.A.
THIS IS NOT A SURVEY BUT IS COMPILED FROM EXISTING RECORDS		DRAWN BY: M.B.
		CHECKED BY: J.S.





**City Of Garden Grove**  
**Department Of Public Works**

DWG NO. :  
 A-XXXX  
 PREPARED BY :  
 T.A.  
 DRAWN BY:  
 M.B.  
 CHECKED BY:  
 J.S.

**STREET LIGHTING**  
**DISTRICT No. 99-1**  
**ZONE 2**

R/W NO:

PROJECT NO. :  
210

SCALE: 1"=100'

APPROVED BY :  
\_\_\_\_\_  
CITY ENGINEER

THIS IS NOT A SURVEY BUT IS COMPILED FROM EXISTING RECORDS



## **APPENDIX B – ASSESSMENT ROLL**

An assessment of the estimated cost of maintenance and/or servicing of the existing improvements on each benefited lot or parcel of land within the Assessment District for the Fiscal Year to which this Report applies are on file in the offices of the City Engineer and the City Clerk and incorporated herein by reference.



**GARDEN GROVE**

**CITY OF GARDEN GROVE**  
ENGINEER'S REPORT  
PARK MAINTENANCE DISTRICT  
FISCAL YEAR 2021-22  
ORANGE COUNTY, CALIFORNIA

**April 27, 2021**

*PREPARED BY*



**Harris & Associates**

*22 Executive Park, Suite 200*

*Irvine, CA 92614*

[www.weareharris.com](http://www.weareharris.com)

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## ENGINEER'S CERTIFICATION

**AGENCY:** THE CITY OF GARDEN GROVE

**PROJECT:** PARK MAINTENANCE DISTRICT

**TO:** THE CITY COUNCIL OF THE  
CITY OF GARDEN GROVE  
STATE OF CALIFORNIA

### ENGINEER'S REPORT FOR FISCAL YEAR 2021-22

The preparation of this Annual Engineer's Report ("Report") is in conformance with the obligation of the City Council for the annual levy of assessments within the Park Maintenance District of the City of Garden Grove to provide park maintenance services upon each lot or parcel of land in the district in proportion to the estimated benefit to be received by each such lot or parcel of land for Fiscal Year 2021-22. Services will be provided through June 30, 2022.

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500) ("Act"), Article XIID, Section 4(a) of the State of California Constitution, and in accordance with the City of Garden Grove's Resolution being adopted by the City Council for:

#### **PARK MAINTENANCE DISTRICT**

(Hereinafter referred to as the "District"),

I, Alison Bouley, authorized representative of the District, the duly appointed Assessment Engineer submit the following Report which consists of the following four (4) parts and Appendices:

#### **PART I**

**Overview:** Provides the background and reason for the District.

#### **PART II**

**Plans and Specifications:** Plans and specifications for the existing and ultimate improvements are as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Clerk and are incorporated herein by reference.

**PART III**

**Cost Estimate:** An estimate of the costs of the maintenance and/or servicing of the existing and ultimate improvements for Fiscal Year 2021-22, including incidental costs and expenses in connection therewith.

**PART IV**

**Method of Apportionment:** The method of apportionment of assessments indicates the proposed assessment of the net amount of the costs and expenses of the maintenance and/or servicing of the existing and ultimate improvements to be assessed upon the several lots and parcels of land within the Assessment District in proportion to the estimated special benefits to be received by such lots and parcels.

**Appendices**

Appendix A – Assessment Diagram

Appendix B – Assessment Roll

In conclusion, it is my opinion that the costs and expenses of the District have been assessed to the lots and parcels within the boundaries of the District in proportion to the estimated benefits to be received by each lot or parcel from the services provided and in conformance with the assessment methodology adopted by the City Council for the levying of assessments.

DATED: April 27, 2021



Alison Bouley, P.E., Assessment Engineer  
R.C.E. No. C61383  
Engineer of Work  
County of Orange  
State of California

## **PART I – OVERVIEW**

This Report as filed complies with Articles XIIC and XIID of the California Constitution and the Landscaping and Lighting Act of 1972. Also part of this report, but not bound herein, is the assessment roll on file with the City Clerk which indicates each property's City of Garden Grove Park Maintenance District assessment for Fiscal Year 2021-22.

In order to comply with the requirements of Article XIIC and XIID of the California Constitution in Fiscal Year 1997-98, the City Council ordered an Engineer's Report that complied with the new benefit analysis requirements and submitted the District's assessments to a property owner mailed ballot which passed by a majority vote. The new District was formed to fund park maintenance, as more thoroughly described in this Report.

Starting Fiscal Year 2020-21, the City added four parks to the list of parks being maintained. They are:

- Faylane Park
- Gutosky Park
- Jardin De Los Ninos Park
- Spirit of 76 Mini Park

The Park Maintenance District assessment for the Fiscal Year 2021-22 is proposed to total \$708,002. Under the proposed Fiscal Year 2021-22 Park Maintenance District, the typical homeowner will pay \$13.75, which represents their proportional special benefit for the cost of maintaining community parks. For the Fiscal Year 2021-22, the assessments will be levied at the same rate and method as levied last year. The estimated fund balance at the end of Fiscal Year 2021-22 is expected to be zero.



### Current Financial Summary

	Adopted Fiscal Year 2020-21	Proposed Fiscal Year 2021-22
<b>REVENUES</b>		
Uncommitted Fund Balance (as of July 1)	\$0	\$0
City General Fund Contribution:		
General Benefit <sup>1</sup>	\$838,486	\$839,397
Assessment Shortfall <sup>2</sup>	\$994,170	\$996,233
Total City Contribution	<u>\$1,832,656</u>	<u>\$1,835,630</u>
Assessment Revenue	<u>\$708,209</u>	<u>\$708,002</u>
<b>Total Park Maintenance Revenues</b>	<b>\$2,540,865</b>	<b>\$2,543,632</b>
<b>EXPENSES</b>		
Operating, Engineering and Incidental Expenses <sup>3</sup>	<u>\$2,540,865</u>	<u>\$2,543,632</u>
<b>Total Park Maintenance Expenses</b>	<b>\$2,540,865</b>	<b>\$2,543,632</b>
Uncommitted Fund Balance (as of June 30)	\$0	\$0
Total City Contribution	\$1,832,656	\$1,835,630
Total To Assessment	\$708,209	\$708,002

<sup>1</sup> See the footnotes below Table 1 - FUNDING BY COMMUNITY PARK on page 9 for the General Benefit calculation.

<sup>2</sup> Assessment Shortfall equals the Total Assessable Cost from Table 1 - FUNDING BY COMMUNITY PARK on page 9 less Estimated Assessment Revenue.

<sup>3</sup> Total Costs from Table 1 - FUNDING BY COMMUNITY PARK.

## **PART II – PLANS AND SPECIFICATIONS**

The facilities, which have been constructed within the City of Garden Grove, and those which may be subsequently constructed, will be serviced and maintained as generally described as follows:

The City currently funds the operation and maintenance of park and recreational improvements, including park and grounds maintenance, for 19 community parks. The City's park system provides for a uniform distribution of green area and recreation facilities throughout the District's boundary. Each property in the District is within close proximity of a park facility and specially benefits from the availability of these improvements.

The existing park and recreational facilities to be maintained and serviced are located in the following parks:

Atlantis Park	Gutosky Park *	Twin Lakes Park
Chapman Sports Complex	Hare School Park	Village Green Park
Civic Center Complex	Jardin De Los Ninos Park *	West Grove Park
Eastgate Park	Lake School Park	West Haven Park
Edgar Park	Magnolia Park	Woodbury Park
Fayland Park *	Pioneer Park	
Garden Grove Park	Spirit of 76 Mini Park *	

*\* Added in FY 2020-21*

The District will fund costs in connection with the maintenance and servicing of the park and recreation facilities including, but not limited to, personnel, electrical energy, water, materials, contracting services, and other expenses necessary for the satisfactory operation of these facilities. The facilities are described as follows:

### **Parks and Recreational Facilities**

Park and recreational facilities include, but are not limited to: landscaping, lights, athletic fields, playgrounds, playground equipment, public restrooms, park furniture, site amenities, and appurtenant facilities which are located within the public parks within the boundaries of the Assessment District.

### **Landscaping and Appurtenant Facilities**

Facilities include but are not limited to: Landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, fixtures, sidewalks and appurtenant facilities.



## **Lighting and Appurtenant Facilities**

Facilities include but are not limited to: Poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting.

Maintenance means the furnishing of services and materials for the ordinary and usual operation, maintenance and servicing of the park and recreational facilities and appurtenant facilities, including repair, removal or replacement of all or part of any of the park and recreation facilities or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting and painting of walls and other public improvements to remove or cover graffiti.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any other improvements and the furnishing of electric energy for the public lighting facilities, or for the lighting or operation of any other improvements.

The plans and specifications for the improvements, showing and describing the general nature, are on file in the office of the City Engineer and the City Clerk and are by reference herein made a part of this Report.

## PART III – COST ESTIMATE

The City's budget for the maintenance and servicing of park and recreational facilities details the estimated costs for Fiscal Year 2021-22 as available at the time of preparation of this Report, and includes engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with the District proceedings.

<b>OPERATION &amp; MAINTENANCE</b>	
Community Park & Recreational Facilities	\$1,843,632
General Fund Contribution	(\$1,330,470)
<b>Subtotal Operation &amp; Maintenance =</b>	<b>\$513,162</b>
<b>ENGINEERING &amp; INCIDENTALS</b>	
Regular Salaries	\$440,670
Overtime	\$0
Commodities	\$22,251
Equipment Pool Rental	\$102,813
Contractual Services	\$134,266
General Fund Contribution	(\$505,160)
<b>Subtotal Engineering &amp; Incidentals =</b>	<b>\$194,840</b>
<b>Total to Assessment =</b>	<b>\$708,002</b>

The 1972 Act requires that a special fund be set-up for the revenues and expenditures of the District. Funds raised by assessment revenue shall be used only for the purpose as stated herein. A contribution to the District by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

## **PART IV – METHOD OF APPORTIONMENT**

### **General**

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include the maintenance and servicing of street lights, traffic signals, landscaping and park and recreational facilities.

Section 22573, Landscaping and Lighting Act of 1972 requires that maintenance assessments be levied according to benefit rather than according to assessed value. This Section states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The Act permits the designation of zones of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax."

In addition, Article XIID Section 4 of the State Constitution requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Section 4 provides that only special benefits are assessable and the City must separate the general benefits from the special benefits.

### **Reason for the Assessment**

The assessment is proposed to be levied to defray the costs of the servicing and maintenance of parks and recreational improvements and appurtenant facilities, including but not limited to, personnel, electrical energy, utilities such as water, materials, contracting services, and other items necessary for the satisfactory operation of these services.

### **Special Park Benefit Analysis**

The maintenance and servicing of parks and recreational improvements provide a particular and distinct special benefit to parcels within the District. The desirability of parcels within the District is specifically enhanced by the presence of well-maintained parks and recreational facilities which are available for the use and enjoyment of residents, customers, clients, employees and visitors of the assessed parcels. Having properly maintained parks readily accessible to properties within the District means that the

owners and visitors of the assessed parcels may enjoy the benefits of such improvements available for use while the owner avoids the expense of privately installing and maintaining similar improvements. Each parcel within the District is located within reasonable proximity to a park, and therefore benefits from the improvements provided in that park.

In addition to providing opportunities for recreational use, the property maintenance and servicing of park and recreational facilities improves the aesthetics of nearby parcels through the proper maintenance and servicing of landscaping, reduces pollution and noise in surrounding areas through the provision of open space and the planting of otherwise barren areas, and reduces property-related crimes (especially vandalism) against properties in the District through the abatement of graffiti. Also, the proper maintenance and servicing of parks which also serve as drainage basins such as Twin Lakes and similar landscaped areas not only facilitates proper drainage (and thereby reduces the potential for flood damage to properties in the District), but also beautifies and makes safer flood control facilities that would otherwise be unsightly and potentially dangerous. All of the above contribute to a specific enhancement of the property values of the parcels within the District.

### **General Park Benefit Analysis**

Along with the special benefits received by the parcels in the District, there are general benefits conferred by the maintenance, operation and servicing of park and recreational facilities that benefit the public at large.

The general benefit from the park and recreational improvements can be measured by examining the type of facilities used at each park that provide benefit to the public at large. The neighborhood parks provide facilities that, by definition, almost exclusively benefit the surrounding tract neighborhood. In the City's General Plan, a neighborhood park is meant to be located within walking or biking distance of each property in the neighborhood. The cost of maintaining these parks is not included in the Assessment District.

Community parks provide amenities that are farther reaching, servicing a population between 10,000 and 50,000 within a radius of one to two miles. Each parcel within the District is within two miles of a community park, therefore, each parcel receives a special benefit from community parks. Several of the community parks include pools, sports fields, tennis courts and other community amenities. Community parks also have neighborhood park attributes such as passive and active recreation opportunities focused on neighborhood recreational activities.

Each community park has been reviewed to determine the benefit associated with community and neighborhood amenities as defined in the City's General Plan. The cost of maintenance, servicing and operation associated with the community amenities of the community parks is 65% of the total maintenance, servicing and operation costs. Therefore, 65% of each community park is related to community amenities, while the other 35% is related to neighborhood amenities.

Additionally, each community park has been examined to determine the number of registrations received by the Park and Recreation Department for individuals or teams outside the District boundaries. The ratio of out-of-District registrations to total registrations is used to determine the portion of each park budget that are of general benefit. This proportion has been determined to be 20% for the neighborhood amenities and 40% for the community amenities. Therefore, the portion of the community park's maintenance, servicing and operation that confers a general benefit to the parcels in the District is 20% of the neighborhood amenities and 40% of the community amenities.

The general benefit associated with the community parks includes the benefit the general public receives from the aesthetic and other environmental improvements associated with open space areas. The general benefit portion of the City's parks should not be funded through the Assessment District and may be funded through the General Fund or other sources. Therefore, the amount that may be funded through the District for any given community park is comprised of two elements: community amenities – 60% of the 65% of a community park's operating budget, and neighborhood amenities – 80% of 35% of the community park's operating budget. The remaining budget confers a general benefit and will be paid from funds other than the District. Based on the above analysis, the amount of park and recreational improvements that may be funded through the District is shown in Table 1.



**TABLE 1 - FUNDING BY COMMUNITY PARK**

Park Name	Total Park Costs	Assessable Neighborhood Amenities (1)	Assessable Community Park Costs (2)	Total Assessable Costs
Atlantis	\$76,309	\$21,367	\$29,760	\$51,127
Garden Grove	\$661,344	\$185,176	\$257,924	\$443,100
Eastgate	\$76,309	\$21,367	\$29,760	\$51,127
West Grove	\$127,182	\$35,611	\$49,601	\$85,212
Magnolia	\$101,745	\$28,489	\$39,681	\$68,170
Woodbury	\$50,873	\$14,244	\$19,840	\$34,084
Village Green	\$127,182	\$35,611	\$49,601	\$85,212
Civic Center	\$228,927	\$64,100	\$89,281	\$153,381
Hare	\$254,363	\$71,222	\$99,202	\$170,424
Pioneer	\$76,309	\$21,367	\$29,760	\$51,127
Edgar	\$101,745	\$28,489	\$39,681	\$68,170
Twin Lakes	\$101,745	\$28,489	\$39,681	\$68,170
West Haven	\$178,054	\$49,855	\$69,441	\$119,296
Chapman Sports	\$50,873	\$14,244	\$19,840	\$34,084
Lake	\$25,436	\$7,122	\$9,920	\$17,042
Faylane Park	\$101,745	\$28,489	\$39,681	\$68,170
Gutosky Park	\$101,745	\$28,489	\$39,681	\$68,170
Jardin De Los Ninos	\$76,309	\$21,367	\$29,760	\$51,127
Spirit of 76 Mini Park	\$25,436	\$7,122	\$9,920	\$17,042
<b>Total</b>	<b>\$2,543,632</b>	<b>\$712,220</b>	<b>\$992,015</b>	<b>\$1,704,235</b>

(1) The neighborhood amenities portion of the Community Parks is estimated to be 35 percent of the total park costs. The special benefit that may be assessed in the District is 80 percent of the 35 percent associated with neighborhood park amenities (e.g., Twin Lakes: \$101,745 x 35% x 80% = \$28,489).

(2) The community amenities portion of the Community Parks is estimated to be 65 percent of the total park costs. The special benefit that may be assessed in the District is 60 percent of the 65 percent associated with community park amenities (e.g., Twin Lakes: \$101,745 x 65% x 60% = \$39,681).

## Methodology

The benefit from parks can be measured by increased safety, the availability of improvements for recreational use, and other property-related benefits. In order to establish the proportionate share of park benefit to any parcel of land in relation to the total special benefits to be received by parks, it is necessary to establish a benchmark to relate that one parcel to all others. The benchmark is called the Assessment Unit (AU). The District uses the Single Family Residence (SFR) as the benchmark AU. All other land uses will be compared to the benchmark of the Single Family Residence to gain a comparative Assessment Unit based on population and parcel size as described below. Based on citizens' input and

engineering judgment regarding the factors involved, it has been determined that park maintenance and servicing benefit primarily stems from increased safety and other property-related benefits. Therefore, the safety portion of the benefit has been assigned two-thirds of the SFR Assessment Unit, and the recreational portion of the benefit has been assigned one-third, to total 1 AU per SFR.

$$\begin{array}{rccccccc} \text{Safety Benefit} & + & \text{Recreation Benefit} & = & \text{SFR Benefit} & & \\ \frac{2}{3} \text{ AU} & & \frac{1}{3} \text{ AU} & & 1 \text{ AU} & & \end{array}$$

In comparing the other land uses to the Single Family Residence, two factors are used: population data and parcel size. The benefit from the availability of improvements for recreational use is apportioned to parcels in the District based on the relative population within a given land use as determined by the City of Garden Grove Planning Department. The benefit to parcels from increased safety and other property-related benefits is apportioned to other residential uses based on average parcel size as compared to the Single Family Residence. The benefit to Nonresidential, Nonprofit, Governmental and Vacant properties for increased safety and other property-related benefits is apportioned based on these parcels' specific property size as compared to the typical 7,200 square foot SFR lot.

Multiple Family Residential properties such as apartments, mobile homes and condominiums benefit from the park maintenance and servicing funded by the District. Residents of these types of parcels have the opportunity to use the recreational facilities and benefit from safer parks and the other property-related benefits mentioned above. Because Multiple Family Residential properties have fewer people per dwelling (see Table 2), they receive a proportionally smaller benefit from the improvements and their assessments have been decreased accordingly.

Nonresidential parcels, including commercial and industrial properties, benefit from the proper maintenance and servicing of parks, since such parks attract potential customers, employees, and membership from outside the District, and encourage residents of the City to leave their residences and patronize these establishments. All Nonresidential parcels are assessed according to their parcel square footage for safety benefit resulting from park maintenance and servicing. Using the Single Family Residence as a base, Nonresidential properties receive the same number of AU's as an SFR for every 7,200 square feet of land. Furthermore, Nonresidential parcels less than 7,200 square feet in size are assigned a minimum of 1 AU.

The benefit of recreational amenities is apportioned to parcels in the District based on population data from the City of Garden Grove Planning Department as shown in Table 2. This table also shows the weighted amount of benefit that each land use receives from having recreational amenities in close proximity. As it was determined that the recreational amenities made up one-third of the total benefits received, the rounded percentage of each land use's population, as compared to the SFR's population, is then multiplied by one-third.

**TABLE 2 - POPULATION DEMOGRAPHICS (RECREATION)**

Land Use Description	Population per Unit	Rounded % of SFR	Recreation Benefit (1/3)
Single Family Residential (SFR)	3.51/unit	100%	0.33
Condominium	3.02/unit	85%	0.28
Multiple Family Residential	3.38/unit	95%	0.32
Mobile Home	1.50/unit	40%	0.13
Nonresidential (min. SFR rate)	3.51/7,200 sq. ft.	100%	0.33

The safety associated with well-maintained parks directly benefits properties because businesses and property owners want to be located in safe neighborhoods with safe parks. Safety benefit is appropriately measured based on land area for all of the uses. However, it would be impractical to charge different amounts within the residential land uses. Therefore, the residential properties are applied an assessment unit based on the average parcel size of each land use as shown below in Table 3. The table also shows the weighted amount of benefit that each land use receives from the safety associated with having parks in close proximity. As it was determined that the safety factor made up two-thirds of the total benefits received, the rounded percentage of each land use's population, as compared to the SFR's population, is then multiplied by two-thirds.

**TABLE 3 - AVERAGE PARCEL SIZE (SAFETY TO PROPERTY)**

Land Use Description	Square Feet per Unit	Rounded % of SFR	Safety Benefit (2/3)
Single Family Residential (SFR)	7,200 sf/unit	100%	0.67
Condominium	3,300 sf/unit	46%	0.30
Multiple Family Residential	2,600 sf/unit	36%	0.24
Mobile Home	3,700 sf/unit	51%	0.34
Nonresidential (min. SFR rate)	7,200 sf/unit	100%	0.67

The weighted benefits received from recreation and safety are then added together to determine the assessment unit for each of the land uses as shown in Table 4.

**TABLE 4 - ASSESSMENT UNIT CALCULATION**

Land Use Description	Recreation Benefit	+	Safety Benefit	=	Assessment Unit
Single Family Residential (SFR)	0.33	+	0.67	=	1.00 AU per parcel
Condominium	0.28	+	0.30	=	0.58 AU per parcel
Multiple Family Residential	0.32	+	0.24	=	0.56 AU per unit
Mobile Home	0.13	+	0.34	=	0.47 AU per unit
Nonresidential (min. SFR rate)	0.33	+	0.67	=	1.00 AU per 7,200 sf

Nonprofit, Government and Vacant parcels receive less benefit than other Nonresidential parcels in the District from the operation, maintenance and servicing of parks in the City and are therefore assessed at lower levels, as discussed below.

Nonprofit parcels receive less benefit than other Nonresidential parcels in the District from the operation, maintenance and servicing of parks in the City for several reasons. Nonprofit parcels function differently than Nonresidential parcels in that they: 1) typically operate fewer days in the week, 2) generally have an inconsistent number of people using the facilities daily, and 3) have a less intensive use than the property size alone would indicate because in general the large Nonprofit parcels in the District contain large green areas that function as open space. Since the Nonprofit parcels receive less safety and recreation benefit than Nonresidential parcels, the Nonprofit parcels are assessed at a lower level than the Nonresidential parcels. Nonprofit parcels are assessed at 0.67 AU for every 7,200 square feet of land, with a minimum assessment of 1 AU, and are only assessed for the first 28,800 square feet.

As a result of the passage of Proposition 218, the assessment methodology for the District has to determine the special benefit that should be attributed to public agency parcels within the District boundary. Section 4 of the Proposition states,

“Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that such publicly owned parcels in fact receive no special benefit.”

Government properties also benefit from the proper maintenance and servicing of parks, since such parks attract potential employees as shown below. Proper maintenance, operation and servicing of parks benefits Government parcels because:

- they reduce property-related crimes against public parcels within the District, especially vandalism, through the abatement of graffiti;
- they improve the aesthetics of public parcels through the proper maintenance and servicing of landscaping and the planting of otherwise barren areas;
- they reduce pollution and noise in surrounding areas throughout the provision of open space;
- having properly maintained parks readily accessible to the public properties means that the public agencies may enjoy the benefits of such improvements available for use while avoiding the expense of privately installing and maintaining similar improvements; and
- spraying and treating of landscaping for disease and weed control reduces the likelihood of insect or weed infestation spreading to the landscaping located on public properties with the District.

Government parcels, however, receive less benefit than other Nonresidential parcels in the District from the operation, maintenance and servicing of parks in the City. For instance, a portion of most public properties within the District is used as a park and/or recreation area. Additionally, Government properties generally do not benefit from the resale value of their properties. Consequently, the specific

benefit of increased property value that is conferred to other properties in the District is not conferred to Government properties. Therefore, the public parcels are assessed at half the rate of Nonresidential uses, receiving 0.50 AU for every 7,200 square feet of land.

Like Government parcels, Vacant parcels receive a special benefit from the safety improvements due to a decrease in vandalism as a result of the increased desirability of a parcel that is located in areas with a landscaping program. Since there are fewer improvements on a Vacant parcel and people are not using the parcel, the safety benefit to vacant parcels received is lower than other Nonresidential parcels. Therefore, Vacant parcels are assessed at one-quarter the rate of Nonresidential parcels, receiving 0.25 AU for every 7,200 square feet of land.

The assessment unit formulas for Nonprofit, Government and Vacant parcels are shown below in Table 5.

**TABLE 5 - ASSESSMENT UNIT FORMULA FOR NONPROFIT, GOVERNMENT AND VACANT PARCELS**

Land Use Description	Assessment Unit
Nonprofit	0.67 per 7,200 sf (1.00 minimum, 2.68 maximum)
Government	0.50 per 7,200 sf
Vacant	0.25 per 7,200 sf

Table 6 provides a summary of assessment units for the different land uses for park special benefit.

**TABLE 6 - ASSESSMENT UNIT SUMMARY**

Land Use Description	Parcels	Dwellings	Square Ft	AU Factor	Total AU's
Single Family Residential	26,600	26,604		1.00 / unit	26,604.000
Condominium	5,947	5,992		0.58 / unit	3,475.360
Multiple Family Residential	1,162	13,507		0.56 / unit	7,563.920
Mobile Home	14	1,559		0.47 / unit	732.730
Nonresidential *	1,540	0	69,056,101	1.00 / 7,200 sf	9,652.661
Nonprofit *	116	0	7,895,099	0.67 / 7,200 sf	241.695
Government	236	0	45,916,147	0.50 / 7,200 sf	3,188.626
Vacant	78	0	923,639	0.25 / 7,200 sf	32.070
<b>Totals</b>	<b>35,693</b>	<b>47,662</b>	<b>123,790,986</b>		<b>51,491.062</b>

\* Square feet shown are total square feet. Nonresidential and Nonprofit parcels are assessed a minimum of 1 AU. Nonprofit parcels are only assessed for the first 28,800 square feet, or a maximum of 2.68 AU's.

The rate per AU is calculated by dividing the total budget amount by the total number of AU's:

$$\$708,002 / 51,491.062 \text{ AU's} = \$13.75 / \text{AU}$$

Sample calculations for various land use types are provided in Table 7.

**TABLE 7**  
**SAMPLE CALCULATIONS FOR VARIOUS LAND USES**

Land Use	AU Calculation	Total AUs	Assessment @ \$13.75 / AU
<b>Single Family Residential</b>	1 DU x 1 AU/DU	= 1.000	\$13.75
<b>Condominium</b>	1 DU x 0.58 AU/DU	= 0.580	\$7.98
<b>Multiple Family Residential:</b>			
Duplex	2 DU x 0.56 AU/DU	= 1.120	\$15.40
4-plex	4 DU x 0.56 AU/DU	= 2.240	\$30.80
10-Unit Apartment	10 DU x 0.56 AU/DU	= 5.600	\$77.00
<b>Mobile Home Park:</b>			
30 Spaces	30 DU x 0.47 AU/DU	= 14.100	\$193.88
95 Spaces	95 DU x 0.47 AU/DU	= 44.650	\$613.94
<b>Nonresidential: min. 1 AU</b>			
5,000 sf Nonres		1.000	\$13.75
10,000 sf Nonres	10,000 sf x 1 AU/7,200 sf	= 1.389	\$19.10
25,000 sf Nonres	25,000 sf x 1 AU/7,200 sf	= 3.472	\$47.74
50,000 sf Nonres	50,000 sf x 1 AU/7,200 sf	= 6.944	\$95.48
<b>Nonprofit: min. 1 AU, max. 2.68 AU</b>			
10,000 sf Nonprofit		1.000	\$13.75
15,000 sf Nonprofit	15,000 sf x 0.67 AU/7,200 sf	= 1.396	\$19.20
25,000 sf Nonprofit	25,000 sf x 0.67 AU/7,200 sf	= 2.326	\$31.98
50,000 sf Nonprofit		2.680	\$36.85
<b>Government:</b>			
10,000 sf Nonres	10,000 sf x 0.50 AU/7,200 sf	= 0.694	\$9.54
25,000 sf Nonres	25,000 sf x 0.50 AU/7,200 sf	= 1.736	\$23.87
50,000 sf Nonres	50,000 sf x 0.50 AU/7,200 sf	= 3.472	\$47.74
<b>Vacant:</b>			
10,000 sf Nonres	10,000 sf x 0.25 AU/7,200 sf	= 0.347	\$4.77
25,000 sf Nonres	25,000 sf x 0.25 AU/7,200 sf	= 0.868	\$11.94
50,000 sf Nonres	50,000 sf x 0.25 AU/7,200 sf	= 1.736	\$23.87

Table 8 summarizes the total assessments to be levied by land use. The percentage of each land use's assessment in relation to the total assessment is also shown below.

**TABLE 8 - SUMMARY OF ASSESSMENTS BY LAND USE**

<b>Land Use</b>	<b>Approximate 2021-22 Total Assessments by Land Use</b>	<b>Assessments by Land Use as a % of the Total District Assessments</b>
Residential (Single Family, Multi-Family, Condo and Mobile Home)	\$527,670	75%
Nonresidential (Commercial, Industrial)	\$132,724	19%
Nonprofit (Churches)	\$3,323	0%
Government (Schools, City Property)	\$43,844	6%
Vacant	\$441	0%
Approximate 2021-22 Assessments to Be Collected	\$708,002	100%

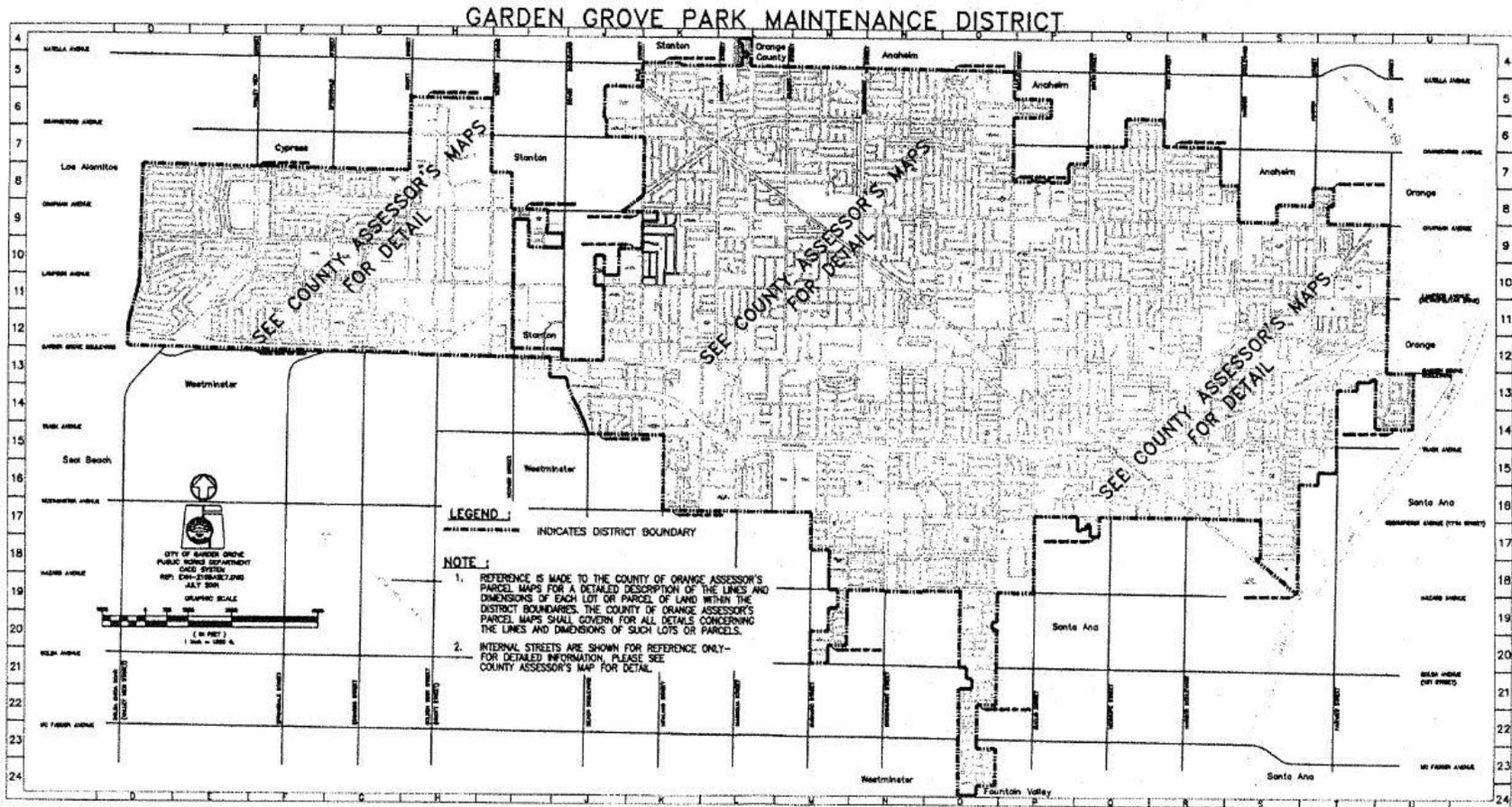
Residential properties comprise 75% of the District assessment amount, the remaining property types comprise 25% of the total District assessment amount.

## APPENDIX A – ASSESSMENT DIAGRAM

A diagram showing the exterior boundaries of the District, the boundaries of any zones within the Assessment District and the lines and dimensions of each lot or parcel of land within the District is on file in the Office of the City Clerk and incorporated herein by reference.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Assessor of the County of Orange for the fiscal year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

A reduced copy of the City of Garden Grove Park Maintenance District Map is provided on the following page.



## APPENDIX B – ASSESSMENT ROLL

The total proposed assessment for Fiscal Year 2021-22 and the amount of the total proposed assessment apportioned to each lot or parcel within the District, as shown on the latest assessment roll at the Orange County Assessor's Office, are contained in the Assessment Roll on file in the Office of the City Clerk of the City of Garden Grove, which is incorporated herein by reference.

The description of each lot or parcel is part of the records of the Assessor of the County of Orange and these records are, by reference, made part of this Report.



professional consulting and database management firm used by the City to establish the current by-district system for the election of City Council Members. In addition to specializing in projects involving census and election data, redistricting projects, demographic analysis, and analysis of voting behavior, Compass Demographics is very familiar with the City of Garden Grove and has already established data and mapping tools that can be updated and used for this project, which will result in time and cost efficiencies. Consequently, it will be beneficial for the City to let the sole source contract to Compass Demographics.

The proposed redistricting process, is based on a three phase process referred to as Information, Districting, and Adoption and will include a series of community engagement sessions and public hearings to obtain community input before finalizing the updated district maps. See attached agreement for full scope of work. Compass Demographics is highly referred and qualified to provide these services.

**FINANCIAL IMPACT**

The estimated cost for Compass Demographics services is \$47,000. An additional General Fund appropriation is required to cover the full cost since this project was not included in the FY 2020-21 City budget.

**RECOMMENDATION**

It is recommended that the City Council:

- Approve a General Fund appropriation of \$47,000 to complete demographic work to assist in the redistricting of single member districts for the election of City Council Members, based on 2020 Census data and as required by California law; and
- Authorize the City Manager to enter into the attached sole source agreement with Compass Demographics for the related redistricting services.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Agreement	5/18/2021	Agreement	5-25-21_Compass_Demographics_Inc._2021.pdf

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Compass Demographics, Inc.**, herein after referred to as "CONTRACTOR".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONTRACTOR to Provide Demographic Services to assist the City of Garden Grove in the redistricting of single member districts for the election of City Council Members, based on 2020 U.S. Census data and as required by California law 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 from May 25, 2021 until the project is complete, unless sooner terminated as provided herein. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Forty-Seven Thousand Dollars (\$47,000.00), payable in arrears and in accordance with proposal in Attachment "A".

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

#### **4. Insurance requirements.**

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

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

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

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

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

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
  - a. (Contractor)  
Compass Demographics, Inc.  
Attention: David Ely, President  
6575 N. Vista St.  
San Gabriel, CA 91775
  - b. (Address of CITY) (with a copy to):  
City of Garden Grove Garden Grove City Attorney  
11222 Acacia Parkway 11222 Acacia Parkway  
Garden Grove, CA 92840 Garden Grove, CA 92840

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

contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

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

\\ \\

(Agreement Signature Block on Next Page)

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

Date: \_\_\_\_\_

**"CITY"**  
**CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

Date: \_\_\_\_\_

**"CONTRACTOR"**  
**Compass Demographics, Inc.**

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

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

Tax ID No. \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney

\_\_\_\_\_  
Date

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## I. INTRODUCTION

Thank you for the opportunity to provide you with information regarding the redistricting of single member districts for the election of City Council Members. This proposal is based on a three phase process, with phases that I refer to as Information, Plan Development, and Plan Adoption.

The Information phase involves consultant meeting with City Representatives to collect information, plan process, and receive instructions; compiling Census and other data including geographic data; presenting this information to the public and the Council; and receiving public input.

The Plan Development phase involves the development of multiple districting options; the presentation of these options to the public, the Committee, and the Council; and working with all parties toward the refinement of options to develop final recommendations.

The Plan Adoption phase includes the presentation of final recommendations to the Council and the public and completing the steps necessary for the Council to adopt an ordinance defining districts, and the communication of the district boundaries to City Staff the County Registrar for implementation.

## II. COMPASS DEMOGRAPHICS INFORMATION

Compass Demographics is a consulting and database management firm specializing in projects involving Census and Election Data. David Ely is the Founder and President of Compass Demographics and would be the primary consultant in this proposal. David Ely has extensive experience in the management of redistricting projects, the analysis of voting behavior, and demographic analysis. He received a Bachelor of Science in Mechanical Engineering and Social Sciences from the California Institute of Technology in 1987.

He has served as an expert and testified on behalf of the United States as well as private plaintiffs in numerous cases involving voting rights and districting issues, and his opinions have been cited and relied on in multiple legal opinions.

He has also served as a consultant and expert on behalf of defendant jurisdictions in voting rights litigation challenging election systems or districts.

He has also served as a consultant to construct databases, draw district lines or prepare presentation maps and reports for the many jurisdictions in conducting their normal redistricting. These have included statewide congressional and legislative redistricting in California, as well as a variety of County Boards, City Councils, School Boards, Water Districts, Regional Transit Boards and others following the 1990, 2000, and 2010 Census.

A copy of Mr. Ely's CV is attached as Appendix A.

Compass Demographics charges \$250 per hour for Mr. Ely's time and \$80 per hour for an assistant. In addition compensation for reasonable expenses as approved by the city will be included. An estimated cost schedule is included in Section V of this proposal. A not to exceed amount may be included in any contract.

### III. PROCESS RECOMMENDATION

#### A. INFORMATION

The information phase of the process allows all the parties including the consultant, City Staff, Committee, Council and the public to exchange information about redistricting Council Districts for the City of Garden Grove. The following are key elements.

##### 1. CRITERIA

Consultant will meet with City Staff and Committee to discuss the legal requirements and other possible criteria and assist in the formulation of guidelines or guiding principles for Districting. This initial analysis will include a determination of the 2020 Census population in existing districts and the extent of required population equalization.

##### 2. DATABASE

Consultant will build database including geographic and demographic data to allow for the Construction and analysis of Districts. This database will include Census Block level population and voting age population by race and Hispanic Origin from the 2010 Census Redistricting Data File (PL94-171), as well as Citizen Voting Age Population Data derived from the most recent CVAP Special Tabulation from the 5 year American Community Survey. Additional Socio-economic data or election data will be included as needed to meet local information needs.

##### 3. SAMPLE DISTRICTS

Consultant will create sample district plans which meet basic population equality and contiguity requirements in order to provide a starting point for discussions to the extent allowable by State requirements. These districts will not be proposals and will not reflect more detailed requirements, but serve the purpose of showing the general size of districts.

##### 4. OUTREACH

Outreach and Public input will be critical to the success of the Districting process. Consultant will work with City Staff and Committee Members to produce materials for presentation to the public. Public outreach and interaction will focus on the following three forums.

###### a) PUBLIC MEETINGS

A minimum of 2 public meetings should be held during the information phase. These meetings would include a brief presentation from Committee Members and Consultant and an opportunity for the public to provide input, either by addressing the Committee or by providing written input. Maps and other tools will be provided to allow members of the public to provide meaningful input.

###### b) ONE ON ONE OR SMALL GROUP WORKSHOPS (OPTIONAL)

Consultant will schedule workshops with small groups or individuals who have an interest in the process. The workshops would include working on redistricting software to examine possible districts. Any workshops involving Council Members or Committee Members would be limited as needed to avoid conflict with Brown Act.

c) WEBSITE

Consultant will assist in the design and development of material for a website to provide the public with information about the Districting process, and to allow for submission of public comment.

**B. DRAFT PLAN DEVELOPMENT**

Consultant will work with Committee to develop Draft Maps for submission to the Council through the following process.

1. DISTRICT OPTIONS

Consultant will develop District Options based on information gathered in the first phase of the process and present these options to the Committee.

2. OUTREACH

Outreach similar to the first phase will be needed to move from Consultants Options to Draft Proposals.

a) PUBLIC MEETINGS

b) WORKSHOPS (OPTIONAL)

c) INVITE PUBLIC SUBMISSIONS

3. DISTRICT REFINEMENT

Consultant will work with Staff to develop Draft proposals as appropriate.

**C. PLAN ADOPTION**

1. DISTRICT DRAFT PROPOSALS

Consultant will work with staff to prepare report to Council regarding process, input, and the Proposed Draft Maps.

2. PUBLIC HEARINGS

Consultant will work with Council and City staff to prepare materials for presentation at Public Hearings.

3. WORKSHOPS (OPTIONAL)

Consultant will conduct workshops with interested parties as requested by Council.

4. PLAN SELECTION AND REFINEMENT

Consultant will assist Council as needed in the selection and refinement of a final District Plan.

5. COUNCIL PLAN ADOPTION

Consultant will provide the necessary technical language for an ordinance defining Council Districts, as well as maps for informational purposes.

## **6. PLAN IMPLEMENTATION**

Consultant will create detailed maps and GIS layers to accurately communicate District boundaries to City Departments and County Registrar.

## **IV. PROCESS OPTIONS**

The City may decide that they wish to provide redistricting tools to the public separate from Consultant Workshops. This may be accomplished either by providing an online redistricting tool, or by providing access to a workstation with Redistricting Software and Database. Either of these options would add up to \$20,000 to the overall cost of the project, including software acquisition and addition consultant hours.

### **A. ONLINE REDISTRICTING**

### **B. PUBLIC REDISTRICTING WORKSTATION**

## V. COST ESTIMATION

Phase	Task	Hours	Base	Extras
<b>Information</b>				
	Planning with City Representatives	10	\$2,500.00	
	Database Building	20	\$5,000.00	
	Workshops (OPTIONAL)	40		\$10,000.00
	Public Hearing(s)	10	\$2,500.00	
	Initial Report (OPTIONAL)	10		\$2,500.00
<b>Districting</b>				
	District Options Development	20	\$5,000.00	
	Workshops (OPTIONAL)	20		\$5,000.00
	District Options Public Presentation	8	\$2,000.00	
	Public Hearing(s)	6	\$1,500.00	
<b>Adoption</b>				
	Public Hearing(s)	6	\$1,500.00	
	Workshops	20		\$5,000.00
	Ordinance	10	\$2,500.00	
	Communicate to County Registrar	8	\$2,000.00	
<b>Total</b>			<b>\$24,500.00</b>	<b>\$47,000.00</b>

Additional Public Software Options

Up to  
\$20000

VITA

## DAVID R. ELY

Compass Demographics, Inc.  
6575 N. Vista Street  
San Gabriel, CA 91775  
(626) 807-0719

E-mail: [ely@compass-demographics.com](mailto:ely@compass-demographics.com)

### **Employment:**

#### **2007 to present**

David Ely is the president and founder of Compass Demographics, a consulting and database management firm specializing in projects involving census and election data, redistricting projects, demographic analysis, and analysis of voting behavior.

#### **1986 to 2007**

Director of Research for the Redistricting and Reapportionment practice of Pactech Data and Research, Pasadena, California. As Director of Research, Mr. Ely testified or consulted to counsel in a variety of litigation involving the configuration of election districts as well as providing database construction and redistricting consulting for numerous jurisdictions.

### **Education:**

California Institute of Technology in Pasadena, CA with a B.S. in Social Sciences and Mechanical Engineering in 1987.

### **Redistricting Consulting**

Activities include database construction, demographic and voter analysis, development of districting plans, public hearings and presentation of plans, technical assistance, and analysis of alternative redistricting plans.

2020 Malibu City Council District Analysis

2020 Mission Springs Water District Board District Formation

2020 Richmond City Council District Formation

2019 Compton Unified School District Trustee District Formation

2019 Carson City Council District Formation

2018 Coalinga City Council District Formation

2018 Coalinga-Huron Recreation & Parks Board Member District Formation

2017 San Marcos Unified School District Trustee Area Formation

2016 Upland City Council District Formation

2016 Costa Mesa City Council District Formation

David R. Ely, Vita, page 2

**(Redistricting Consulting, cont.)**

- 2015 Garden Grove City Council District Formation
- 2015 Fullerton City Council District Formation
- 2014 Saugus Union School District Trustee Area Formation
- 2014 Whittier City Council District Formation
- 2014 Sulphur Springs School District Trustee Area Formation
- 2014 Lancaster Elementary School District Trustee Area Formation
- 2012 Los Angeles Unified School District Redistricting
- 2012 Los Angeles City Council Redistricting
- 2012 Pasadena Unified School Board Districting
- 2012 Pasadena City Council Redistricting
- 2011 Bay Area Rapid Transit (BART) Board Redistricting
- 2011 California Legislative Redistricting
- 2011 Los Angeles County Redistricting
- 2008 Ceres Unified School District Redistricting
- 2008 Madera Unified School District Redistricting
- 2008 Merced Elementary School District Redistricting
- 2008 Merced High School District Redistricting
- 2005 Hanford Joint Union High School District Redistricting
- 2003 Oakland City Council and Oakland Unified School Board Redistricting
- 2002 Los Angeles City Council Redistricting
- 2002 Los Angeles Unified School District Board Member Redistricting
- 2002 Pasadena, California, City Council Redistricting
- 2001 California Legislative Redistricting (Senate, Assembly, and Congressional)
- 2001 Los Angeles County Supervisorial Redistricting
- 2001 Bay Area Rapid Transit Board Member Districts Redistricting
- 1992 Rancho Mirage, California, City Council Redistricting

David R. Ely, Vita, page 3

**(Redistricting Consulting, cont.)**

- 1992 Three Valleys Municipal Water District Redistricting
- 1992 Los Angeles Unified School Board Member Redistricting
- 1992 Los Angeles City Council Redistricting
- 1992 Pasadena, California, City Council Redistricting
- 1991 California Congressional Redistricting
- 1991 California State Assembly Redistricting
- 1991 Los Angeles County Board of Supervisors Redistricting
- 1987 City of Boston, Massachusetts Redistricting
- 1986 Los Angeles City Council Redistricting
- 1987 to 2012, California State Legislature, Redistricting Database construction

**Litigation Analysis**

Activities include database construction, demographic analysis, expert witness testimony, surname matching, geocoding of registered and actual voter lists, and construction of illustrative districting plans.

2000-Present Provided analysis on numerous voting rights investigations not listed.

*Vaughan v. Lewisville Independent School District* (2020), expert witness (Texas)

*Kumar v. Frisco Independent School District* (2020), expert witness (Texas)

*Terrebonne Parish NAACP et al vs. Governor of Louisiana et al* (2019), Special Master

*Tyson v. Richardson Independent School District* (2018), expert witness (Texas)

*Yumori-Kaku v. City of Santa Clara* (2018), expert witness (California)

*Loya v. City of Santa Monica* (2018), expert witness (California)

*Luna v. Kern County* (2017), expert witness (California)

*Patino v. City of Pasadena* (2015), expert witness (Texas)

*Garrett v. City of Highland* (2015), expert witness (California)

*Ramos v. Carrollton-Farmers Branch Independent School District* (2015), expert witness (Texas)

*Rodriguez v. City of Grand Prairie* (2015), expert witness (Texas)

*Rodriguez v. Grand Prairie Independent School District* (2014), expert witness (Texas)

*Navajo Nation v. San Juan County* (2014), expert witness (Utah)

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**(Litigation Analysis, cont.)**

*Solis v. City of Santa Clarita* (2014), expert witness (California)  
*Jauregui v. City of Palmdale* (2013), expert witness (California)  
*Gonzalez v. City of Compton* (2012), expert witness (California)  
*Fabela v. City of Farmers Branch* (2011), expert witness (Texas)  
*Benavidez v. Irving Independent School District* (2008, 2013), expert witness (Texas)  
*Benavidez v. City of Irving* (2008), expert witness (Texas)  
*Avitia v. Tulare Local Health Care District* (2008), expert witness (California)  
*U.S. v. City of Euclid* (2007), election data consultant (Ohio)  
Bexar Metropolitan Water District (2007), election data consultant (Texas)  
*U.S. v. City of Springfield, Massachusetts* (2006)  
*U.S. v. State of Missouri* (2006), election data consultant  
*U.S. v. City of Philadelphia and Philadelphia City Commission* (2006), Pennsylvania  
*State of Georgia v. Ashcroft*, (2004) election data consultant  
*Gomez v. Hanford Joint Union High School District*, (2004) California  
*Sanchez v. City of Modesto*, (2004), California  
*Governor Gray Davis v. Kevin Shelley*, (2003) data analysis and declaration (California)  
*U.S. v. Alamosa County*, (2002), expert witness (Colorado)  
*Cano v. Davis*, (2002), election data consultant, (California)  
*U.S. v. City of Lawrence*, (2000), expert witness (Massachusetts)  
*U.S. v. City of Santa Paula*, (2000) voting rights litigation (California)  
*U.S. v. Upper San Gabriel Valley Municipal Water District*, (2000) voting rights litigation (California)  
*U.S. v. Passaic* (2000) voting rights litigation (New Jersey)  
*U.S. v. City of Lawrence*, (1999) voting rights litigation (Massachusetts)  
*Bonilla v. Chicago City Council* (1992-1998), expert witness (Illinois)

David R. Ely, Vita, page 5

**(Litigation Analysis, cont.)**

*Ruiz v. City of Santa Maria*, (1992-1998), expert witness (California)

*Garza v. County of Los Angeles*, (1988-90), Constructed databases and designed remedial plans for Los Angeles County Supervisorial Districts



Sanitation SCADA system has integrated the Ignition software for all of its facilities for the last five years.

The 2020 SCADA Master Plan has recommended the use of the latest version of the Ignition SCADA Software to be implemented for the entire City's water system. Ignition software is being recommended for the following reasons:

- The Ignition software is currently used by the Sanitation System and one of the water facilities and it has been proven to function well at all of the current facilities.
- To standardize and expand the use of the Ignition software for the rest of the water system; all facilities will be on the same software for ease of operation and maintenance.
- The use of the Ignition software will increase the City's cybersecurity resilience as Inductive Automation has demonstrated a focus on cybersecurity in the development and maintenance of the Ignition platform.
- Ignition software has a better training program and it is much less expensive compared to Wonderware. Ignition software offers free training videos that are easily accessible to operational staff at any time.

Pursuant to Garden Grove Municipal Code 2.50.060 (G), and based upon the recommendation of the 2020 Master Plan, the Public Works Department requests that the City Council determine it to be in the best interest of the City to forego the bidding process and select Inductive Automation as the vendor for the City's SCADA software upgrade.

#### FINANCIAL IMPACT

The purchase of this SCADA software upgrade project is \$81,197.50 and will be financed with Water Enterprise Funds, as part of the City's long-term capital plan. There is no impact to the General Fund.

#### RECOMMENDATION

It is recommended that the City Council:

- Authorize the request to dispense with bidding in the best interest of the City pursuant to Garden Grove Municipal Code 2.50.060 (G); and
- Authorize the Finance Director to issue a Purchase Order to Inductive Automation in the amount of \$81,197.50.

By: Rebecca Li  
Senior Civil Engineer

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Quote_InductiveAutomation	5/12/2021	Backup Material	Quote_1194777_Inductive_Automation.pdf



PO Box 2030  
 Folsom, CA 95763  
 (800) 266-7798  
 (916) 932-1194 (Fax)

**QUOTE**

Taken: March 25, 2021

Expires: April 30, 2021

Quote #1194777

<b>Bill To:</b>
CITY OF GARDEN GROVE Allen Kirzhner 13802 NEWHOPE ST GARDEN GROVE, CA 92843-3715 US

<b>Ship To:</b>
City of Garden Grove Allen Kirzhner 13802 NEWHOPE ST GARDEN GROVE, CA 92843-3715 US

<b>Qty</b>	<b>Product</b>	<b>Unit Price</b>	<b>Retail</b>	<b>Price</b>
1	Upgrade to U5T-AAD - Modbus Driver Module - OPC-UA Server - UDP/TCP Driver Module - Alarm Notification Module - Symbol Factory - Vision Module - SQL Bridge Module - Allen-Bradley Drivers Module - ControlLogix v21+ Driver - Reporting Module - Siemens Driver Module	\$ 14,350.00	\$ 14,350.00	\$ 9,327.50
1	Add to U5T-AAD - SMS Notification Module - Voice Notification - English Female (Katherine) - Voice Notification Module - Tag Historian - EAM - Perspective Module - Symbol Factory	\$ 14,450.00	\$ 14,450.00	\$ 11,450.00
1	Ignition Custom Package - Backup Server - Modbus Driver Module - OPC-UA Server - UDP/TCP Driver Module - Alarm Notification Module - Allen-Bradley Drivers Module - ControlLogix v21+ Driver - EAM - Reporting Module - Siemens Driver Module - SMS Notification Module - SQL Bridge Module - Tag Historian	\$ 14,400.00	\$ 14,400.00	\$ 12,900.00

THIS QUOTE, AND ANY RELATED SALE, IS NULL AND VOID IF ALTERED IN ANY MANNER BY ANYONE OTHER THAN AUTHORIZED INDUCTIVE AUTOMATION PERSONNEL. THIS QUOTE IS VALID ONLY TO THE PARTY TO WHOM IT IS ISSUED AND IS NOT VALID AND MAY NOT BE TRANSFERRED TO ANY OTHER PARTY.



PO Box 2030  
 Folsom, CA 95763  
 (800) 266-7798  
 (916) 932-1194 (Fax)

**QUOTE**

Taken: March 25, 2021

Expires: April 30, 2021

Quote #1194777

<b>Bill To:</b>
CITY OF GARDEN GROVE Allen Kirzhner 13802 NEWHOPE ST GARDEN GROVE, CA 92843-3715 US

<b>Ship To:</b>
City of Garden Grove Allen Kirzhner 13802 NEWHOPE ST GARDEN GROVE, CA 92843-3715 US

<b>Qty</b>	<b>Product</b>	<b>Unit Price</b>	<b>Retail</b>	<b>Price</b>
	<ul style="list-style-type: none"> <li>- Perspective Module</li> <li>- Symbol Factory</li> <li>- Vision Module</li> <li>- Voice Notification - English Female (Katherine)</li> <li>- Voice Notification Module</li> </ul>			
20	Ignition Edge Panel + EAM + Sync Services Includes Edge Panel, Edge EAM, and Edge Sync Services	\$ 1,620.00	\$ 32,400.00	\$ 32,400.00
1	TotalCare Support Plan: City of Garden Grove Term: Mar 25, 2021 - Mar 25, 2022  Get peace of mind for the entire year with phone, email, and web access to our technical support reps, free software upgrades, and 10% discounts on training courses.	\$ 15,120.00	\$ 15,120.00	\$ 15,120.00

Retail Price	\$ 90,720.00	Subtotal	\$ 81,197.50
HMI/SCADA Vision+Perspective Bundle Discount	-\$ 3,000.00	Sales Tax	\$ 0.00
		Total	USD \$ 81,197.50

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**Comments:** Questions on this quote? Please contact:

Roman Couvrette  
Technical Sales Representative  
Inductive Automation  
1.800.266.7798 ext. 163 (USA)  
1.916.456.1045 ext. 163 (International)  
rcouvrette@inductiveautomation.com

This is a quote on the product(s) named above.

**This item was quoted on March 25, 2021.**

**Quote expires on April 30, 2021.**

**Payment Terms: Net 30.**

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Thank you for your business!

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  <b>Inductive Automation LLC</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                     <input type="checkbox"/> C Corporation                     <input type="checkbox"/> S Corporation                     <input type="checkbox"/> Partnership                     <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>P</b>  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶             </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.  <b>90 Blue Ravine Road</b></p> <p><b>6</b> City, state, and ZIP code  <b>Folsom, CA 95630</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>7</b> List account number(s) here (optional)</p>	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
4	7	-	2	1	6	5	5	1	5

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Noah Black</i>	Date ▶ 1/4/2021
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# Remittance Information

Please see the following options on how to remit your payment.

## Electronic Payments

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### **Credit Card:**

Email [accounting@inductiveautomation.com](mailto:accounting@inductiveautomation.com) with the invoice number and email address of the payer. A link will be sent to the payer's email in order to pay online.

### **Automated Clearing House (ACH):**

ZB, N.A. dba  
California Bank & Trust  
ABA routing number: 121002042  
Account number: 5790368079

### **Wire Transfers:**

ZB, N.A. dba  
California Bank & Trust  
ABA routing number (domestic): 121002042  
Swift code (foreign): ZFNBUS55  
Account number: 5790368079

Include your order number in the payment details field, and email remittance information to [accounting@inductiveautomation.com](mailto:accounting@inductiveautomation.com)

## Check Payments

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### **Remit check to:**

Inductive Automation LLC  
PO Box 2030  
Folsom, CA 95763

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles From: Patricia Song  
Dept.: City Manager Dept.: Finance  
Subject: Approval of a five-year Master Date: 5/25/2021  
Equity Lease Agreement and a  
Maintenance Agreement with  
Enterprise Fleet Management,  
Inc., for five sedans. (Cost:  
\$146,050 for five years)  
(*Action Item*)

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**OBJECTIVE**

For the City Council to approve a five-year Master Equity Lease and Maintenance Agreement with Enterprise Fleet Management, Inc. for five sedans.

**BACKGROUND**

The City has historically purchased vehicles for City departments and as a cost containment measure, kept them for at least 10 years or until the maintenance cost exceeds the cost to replace. This has resulted in some sedans that are 20 years old among the City's fleet. The City currently has five sedans scheduled for replacement in the FY 2020-21 budget. These sedans will be assigned to various City departments as determined by Fleet Management.

Some surrounding cities have implemented leasing programs for their fleet and have identified cost savings through minimal maintenance and higher resale value at the end of lease term when compared to purchasing. Currently, the City uses various leasing programs for some Police vehicles and the rideshare program.

Enterprise Fleet Management, Inc. recently provided the City with a proposal for their Open-End Lease and Maintenance Program for sedans. Finance and Public Works staff worked together to evaluate leasing versus purchasing, and options for the maintenance of leased vehicles.

**DISCUSSION**

A cost benefit analysis was done comparing purchasing to leasing vehicles. Staff reviewed the lease terms, purchase cost, resale value, tax impacts, cash flow, and other financial and risk management considerations.

Staff also reviewed Enterprise's leasing and maintenance program and compared it to

Staff also reviewed Enterprise's leasing and maintenance program and compared it to purchasing and maintaining the vehicles in-house. Staff concluded that maintenance costs can be effectively reduced by leasing vehicles on a five-year term when comparing to our current practice, which requires more maintenance effort as vehicles age. Additionally, leasing programs also provide the following benefits over purchasing including:

- Cash flow savings in the initial year; and
- Enhanced safety features and better fuel economy.

Staff received quotes for two types of sedans: the Kia K5 and the Nissan Altima. The leasing cost for five sedans will range between \$24,503 to \$27,490 annually and will be dependent on the vehicle selected and dealer availability at the time of contract execution. The maintenance program will cost an additional \$1,720 annually and will provide all routine maintenance for the sedans. In addition, the Enterprise leasing program allows the City to capitalize on the resale of the leased vehicles by reimbursing the City the vehicle's resale value at the end of the lease term. At the end of the lease, the City has the option of rolling the resale value into another lease agreement for a new like-kind vehicle or receiving a lump-sum payment from Enterprise Fleet Management, Inc.

Figure 1 below compares the cost between the Enterprise lease and maintenance program versus the purchase and maintaining the vehicles in-house. It is estimated that savings of at least \$42,000 can be achieved over the five-year term. After ten years, there might be minor savings if a vehicle were purchased outright, however, staff believes that having newer vehicles with better safety features and fuel efficiency may outweigh the additional cost of \$10,275 over 10 years.

At the end of the five-year lease term, staff will re-evaluate the leasing program, identify actual cost impacts, and determine whether the program shall continue.

Figure 1: Lease versus Buy Yearly Savings

Cost Comparison	Year 1	Year 2	Year 3	Year 4	Year 5	5 Year Total
Lease Cost	\$ 27,490	\$ 27,490	\$ 27,490	\$ 27,490	\$ 27,490	\$ 137,451

Maintenance	2,423	2,503	2,586	2,671	2,760	12,944
Estimated Resale Value	-	-	-	-	(27,930)	(27,930)
<b>Total for Leasing Program</b>	<b>\$ 29,914</b>	<b>\$ 29,993</b>	<b>\$ 30,076</b>	<b>\$ 30,161</b>	<b>\$ 2,320</b>	<b>\$ 122,465</b>
Purchase Cost	\$ 132,940	\$ -	\$ -	\$ -	\$ -	132,940
Maintenance	5,880	6,086	6,299	6,519	6,747	31,531
<b>Total to Purchase</b>	<b>\$ 138,820</b>	<b>\$ 6,086</b>	<b>\$ 6,299</b>	<b>\$ 6,519</b>	<b>\$ 6,747</b>	<b>\$ 164,471</b>
<b>Savings / (Cost)</b>	<b>108,906</b>	<b>(23,908)</b>	<b>(23,777)</b>	<b>(23,642)</b>	<b>4,427</b>	<b>42,007</b>

Cost Comparison	Year 6	Year 7	Year 8	Year 9	Year 10	10 Year Total
Lease Cost	\$ 27,490	\$ 28,860	\$ 28,860	\$ 28,860	\$ 28,860	\$ 280,381
Maintenance	2,858	2,947	3,044	3,146	3,251	28,189
Estimated Resale Value						(27,930)
<b>Total for Leasing Program</b>	<b>\$ 30,348</b>	<b>\$ 31,807</b>	<b>\$ 31,904</b>	<b>\$ 32,006</b>	<b>\$ 32,111</b>	<b>\$ 280,640</b>
Purchase Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 132,940
Maintenance	19,747	20,438	21,154	21,894	22,660	137,425
<b>Total to Purchase</b>	<b>19,747</b>	<b>20,438</b>	<b>21,154</b>	<b>21,894</b>	<b>22,660</b>	<b>\$ 270,365</b>
<b>Savings / (Cost)</b>	<b>(10,601)</b>	<b>(11,368)</b>	<b>(10,751)</b>	<b>(10,112)</b>	<b>(9,450)</b>	<b>(10,275)</b>

## FINANCIAL IMPACT

The total cost of the Enterprise five-year lease and maintenance agreement is a not-to-exceed \$146,050 or \$29,210 annually. Funds to lease the vehicles are available in the Fleet Maintenance budget; maintenance cost will be incorporated in the operating budget of the user departments starting Fiscal Year 2021-22.

## RECOMMENDATION

It is recommended that the City Council:

- Approve the Master Equity Lease Agreement and Maintenance Agreement with Enterprise Fleet Management, Inc., for the lease and maintenance of five sedans; and
- Authorize the City Manager to execute the Agreements and other documents necessary to effectuate the lease and maintenance program.

### **ATTACHMENTS:**

Description	Upload Date	Type	File Name
Master Lease Agreement	5/13/2021	Agreement	Enterprise_Master_Lease_Agreement.pdf
Maintenance Agreement	5/13/2021	Agreement	Enterprise_Maintenance_Agreement.pdf

## MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this \_\_\_\_\_ of \_\_\_\_\_, 2021, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any servicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

### 3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

RM

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

**9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

**11. INSURANCE:**

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

*RM* (ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per

occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights

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under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Garden Grove

LESSOR: Enterprise FM Trust  
By: Enterprise Fleet Management, Inc., its attorney in fact

*Rich Murrell*

By:  
Title:

By:  
Title:

Rich Murrell

Regional Manager

Address:

Address: 1400 N. Kellogg Dr.  
Suite G  
Anaheim, CA 92807

Date Signed: \_\_\_\_\_

Date Signed \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Garden Grove City Attorney

Date: \_\_\_\_\_

*RM*

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_ day of \_\_\_\_\_, 2021 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the \_\_\_\_ day of \_\_\_\_\_, 2021 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Garden Grove ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 3(e) of the Master Equity Lease Agreement is amended to read as follows:

Any rental payment or other amount owed by Lessee to Lessor which is not paid within thirty (30) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of California (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

*Rich Murrell*

\_\_\_\_\_  
City of Garden Grove (Lessee)

\_\_\_\_\_  
Enterprise FM Trust (Lessor)  
By: Enterprise Fleet Management, Inc., its attorney in fact

Rich Murrell

By \_\_\_\_\_

By \_\_\_\_\_

Regional Manager

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

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

May 6, 2021

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_



**FLEET MANAGEMENT**

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Garden Grove City Attorney

Date: \_\_\_\_\_

**SELF -INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT  
(Physical Damage and Liability)**

This Addendum is made to the Master Equity Lease Agreement dated the \_\_\_\_\_, 2021, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the retention of \$2,000,000 for auto liability per occurrence and shall not be required to purchase or maintain any insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, than Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: City of Garden Grove

LESSOR: Enterprise FM Trust  
By: Enterprise Fleet Management, Inc., its attorney in fact

*Rich Murrell*

By:  
Title:

By: Rich Murrell  
Title: Regional Manager

Date Signed: \_\_\_\_\_, \_\_\_\_\_

May 6, 2021

Date Signed: \_\_\_\_\_, \_\_\_\_\_

**Prepared For:** City of Garden Grove

**Date** 04/30/2021  
**AE/AM** ZRJ

**Unit #**

**Year** 2021 **Make** Kia **Model** K5  
**Series** LXS 4dr Front-wheel Drive Sedan

**Vehicle Order Type** In-Stock **Term** 60 **State** CA **Customer#** 241517

\$ 25,396.02	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	Sales Tax <u>0.0000%</u> <b>State CA</b>
\$ 389.51 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 125.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive ( Taxable incentive Total : \$0.00 )

**All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.**

**Order Information**

<b>Driver Name</b>
<b>Exterior Color</b> (0 P) Glacial White Pearl
<b>Interior Color</b> (0 I) Black w/Cloth Seat Trim
<b>Lic. Plate Type</b> Unknown
<b>GVWR</b> 0

<b>\$ 25,521.02</b>	<b>Total Capitalized Amount (Delivered Price)</b>
<b>\$ 344.53</b>	<b>Depreciation Reserve @ <u>1.3500%</u></b>
<b>\$ 76.78</b>	<b>Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)<sup>2</sup></b>
<b>\$ 421.31</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**Additional Fleet Management**

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management
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Comp/Coll Deductible 0 / 0

\$ 28.67	Full Maintenance Program <sup>3</sup> Contract Miles <u>25,000</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

OverMileage Charge \$ 0.0350 Per Mile

# Tires 0

Loaner Vehicle Not Included

**\$ 28.67 Additional Services SubTotal**

\$ 36.86	Sales Tax <u>8.7500%</u> <b>State CA</b>
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**\$ 486.84 Total Monthly Rental Including Additional Services**

**\$ 4,849.22 Reduced Book Value at 60 Months**

**\$ 400.00 Service Charge Due at Lease Termination**

Quote based on estimated annual mileage of 5,000  
Current market and vehicle conditions may also affect value of vehicle)  
Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

**LESSEE** City of Garden Grove

**BY** \_\_\_\_\_ **TITLE**

**DATE**

INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates and/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**Other Totals**

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 0.00
<b>Total Other Charges Billed</b>		\$ 0.00
<b>Total Other Charges Capitalized</b>		\$ 125.00
<b>Other Charges Total</b>		\$ 125.00

**VEHICLE INFORMATION:**

2021 Kia K5 LXS 4dr Front-wheel Drive Sedan - US

Series ID: L4232

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$23,730	\$24,590.00
Total Options	\$776.00	\$600.00
Destination Charge	\$995.00	\$995.00
<b>Total Price</b>	<b>\$25,501.00</b>	<b>\$26,185.00</b>

**SELECTED COLOR:**

Exterior: GWP-(0 P) Glacial White Pearl  
 Interior: WK-(0 I) Black w/Cloth Seat Trim

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
CF	Carpeted Floor Mats	\$125.00	\$155.00
DMG	Dealer Adv Contribution	\$243.00	\$0.00
GWP_01	(0 P) Glacial White Pearl	\$408.00	\$445.00
PAINT	Monotone Paint Application	STD	STD
STDEN	Engine: 1.6L Turbo GDI I-4	STD	STD
STDRD	Radio: AM/FM/MP3 Audio System	STD	STD
STDST	Front Bucket Seats	STD	STD
STDTM	Cloth Seat Trim	STD	STD
STDTN	Transmission: 8-Speed Automatic	STD	STD
STDTR	Tires: P205/65R16	STD	STD
STDWL	Wheels: 6.5J x 16" Machined Finish Alloy	STD	STD
WK_01	(0 I) Black w/Cloth Seat Trim	NC	NC

## CONFIGURED FEATURES:

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: trunk  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors  
Door Handles: body-coloured  
Front And Rear Bumpers: body-coloured front and rear bumpers  
Rear Bumper Insert: chrome rear bumper insert  
Body Material: fully galvanized steel body material  
Grille: metal-look grille

### Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning  
Air Filter: air filter  
Cruise Control: cruise control with steering wheel controls  
Trunk/Hatch/Door Remote Release: proximity cargo access remote release  
Fuel Remote Release: power fuel remote release  
Power Windows: power windows with driver 1-touch down  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: Smart Key proximity key  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Overhead Console: mini overhead console  
Glove Box: glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet

### Entertainment Features:

radio: AM/FM/HD with seek-scan  
Radio Data System: radio data system  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 6 speakers  
TV Tuner: UVO eServices turn-by-turn navigation directions  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: window grid antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps  
Auto-Dimming Headlights: High Beam Assist (HBA) auto high-beam headlights  
Front Wipers: variable intermittent wipers  
Rear Window Defroster: rear window defroster  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front reading lights  
Ignition Switch: ignition switch light  
Variable IP Lighting: variable instrument panel lighting

Display type: analog appearance

Tachometer: tachometer

Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning

Trip Computer: trip computer

Trip Odometer: trip odometer

Lane Departure Warning: lane departure

Blind Spot Sensor: blind spot

Front Pedestrian Braking: pedestrian detection

Forward Collision Alert: forward collision

Water Temp Gauge: water temp. gauge

Clock: in-radio display clock

Systems Monitor: systems monitor

Check Control: redundant digital speedometer

Rear Vision Camera: rear vision camera

Oil Pressure Warning: oil-pressure warning

Battery Warning: battery warning

Key in Ignition Warning: key-in-ignition warning

Low Fuel Warning: low-fuel warning

Low Washer Fluid Warning: low-washer-fluid warning

Bulb Failure Warning: bulb-failure warning

Door Ajar Warning: door-ajar warning

Trunk Ajar Warning: trunk-ajar warning

Brake Fluid Warning: brake-fluid warning

Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

#### Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist

Brake Type: four-wheel disc brakes

Vented Disc Brakes: front ventilated disc brakes

Daytime Running Lights: daytime running lights

Spare Tire Type: compact spare tire

Spare Tire Mount: spare tire mounted inside under cargo

Driver Front Impact Airbag: driver and passenger front-impact airbags

Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: curtain 1st and 2nd row overhead airbag

Knee Airbag: knee airbag

Rear Side Airbag: rear side-impact-impact airbag

Occupancy Sensor: front passenger airbag occupancy sensor

Height Adjustable Seatbelts: height adjustable front seatbelts

Seatbelt Pretensioners: front seatbelt pre-tensioners

3Point Rear Centre Seatbelt: 3 point rear centre seatbelt

Side Impact Bars: side-impact bars

Rear Child Safety Locks: rear child safety locks

Ignition Disable: immobilizer

Security System: security system

Panic Alarm: panic alarm

Electronic Stability: electronic stability

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 3 rear head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 5

Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Height Adjustment: manual height-adjustable driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear 60-40 bench seat

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Shift Knob Trim: metal-look shift knob

Floor Mats: carpet front and rear floor mats

Interior Accents: chrome/metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: carpet trunk lid/rear cargo door

Cargo Light: cargo light

**Standard Engine:**

Engine 180-hp, 1.6-liter I-4 (regular gas)

**Standard Transmission:**

Transmission 8-speed automatic w/ OD and auto-manual



Prepared For: City of Garden Grove

Date 05/11/2021
AE/AM ZRJ

Unit #

Year 2021 Make Nissan Model Altima
Series 2.5 S 4dr Front-wheel Drive Sedan

Vehicle Order Type In-Stock Term 60 State CA Customer# 241517

Table with 2 columns: Amount and Description. Includes Capitalized Price of Vehicle, Sales Tax, License Fee, Registration Fee, and various taxes.

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Table with 2 columns: Field and Value. Includes Driver Name, Exterior Color, Interior Color, Lic. Plate Type, and GVWR.

Table with 2 columns: Amount and Description. Includes Total Capitalized Amount, Depreciation Reserve, and Monthly Lease Charge.

Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Table with 2 columns: Amount and Description. Includes Master Policy Enrollment Fees and Commercial Automobile Liability Enrollment.

Physical Damage Management

Comp/Coll Deductible 0 / 0

Table with 2 columns: Amount and Description. Includes Full Maintenance Program and Contract Miles.

OverMileage Charge \$ 0.0350 Per Mile

# Tires 0 Loaner Vehicle Not Included

Additional Services SubTotal

Sales Tax 8.7500% State CA

Total Monthly Rental Including Additional Services

Reduced Book Value at 60 Months

Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 5,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement...

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages...

LESSEE City of Garden Grove
BY

TITLE

DATE

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee...

2 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc....

**Other Totals**

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 125.00
Courtesy Delivery Fee	C	\$ 0.00
<b>Total Other Charges Billed</b>		\$ 0.00
<b>Total Other Charges Capitalized</b>		\$ 125.00
<b>Other Charges Total</b>		\$ 125.00

**VEHICLE INFORMATION:**

2021 Nissan Altima 2.5 S 4dr Front-wheel Drive Sedan - US

Series ID: 13111

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$22,697	\$24,350.00
Total Options	\$429.00	\$505.00
Destination Charge	\$950.00	\$950.00
<b>Total Price</b>	<b>\$24,076.00</b>	<b>\$25,805.00</b>

**SELECTED COLOR:**

Exterior: K23-(0 P) Brilliant Silver Metallic  
 Interior: G-(0 I) Charcoal w/Cloth Seat Trim

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
B10	Body-Colored Splash Guards	\$166.00	\$205.00
G_01	(0 I) Charcoal w/Cloth Seat Trim	NC	NC
K23_01	(0 P) Brilliant Silver Metallic	NC	NC
L94	Floor Mats/Trunk Mat/Hideaway Net	\$263.00	\$300.00
PAINT	Monotone Paint Application	STD	STD
STDEN	Engine: 2.5L DOHC 16-Valve 4-Cylinder	STD	STD
STDRD	Radio: AM/FM Audio System	STD	STD
STDST	Front Bucket Seats	STD	STD
STDTM	Cloth Seat Trim	STD	STD
STDTN	Transmission: Xtronic CVT (Continuously Variable)	STD	STD
STDTR	Tires: 215/60R16 AS	STD	STD
STDWL	Wheels: 16" x 7" Steel w/Full Wheel Covers	STD	STD

## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: trunk  
Driver And Passenger Mirror: power remote manual folding side-view door mirrors  
Door Handles: chrome  
Front And Rear Bumpers: body-coloured front and rear bumpers  
Front Mud Flaps: front and rear mud flaps  
Body Material: galvanized steel/aluminum body material  
Grille: black w/chrome accents grille

### Convenience Features:

Air Conditioning: manual air conditioning  
Air Filter: air filter  
Cruise Control: cruise control with steering wheel controls  
Trunk/Hatch/Door Remote Release: power cargo access remote release  
Fuel Remote Release: mechanical fuel remote release  
Power Windows: power windows with driver 1-touch down  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: Intelligent Key proximity key  
Valet Key: valet function  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Remote Engine Start: remote engine start - keyfob  
Steering Wheel: sport steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Overhead Console: mini overhead console with storage  
Glove Box: glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
Audio Media Storage: audio media storage  
IP Storage: bin instrument-panel storage  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet

### Entertainment Features:

radio: AM/FM stereo with seek-scan  
Radio Data System: radio data system  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 6 speakers  
Internet Access: NissanConnect internet access  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: window grid antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam halogen headlamps  
Auto-Dimming Headlights: High Beam Assist (HBA) auto high-beam headlights  
Front Wipers: variable intermittent speed-sensitive wipers wipers  
Rear Window Defroster: rear window defroster  
Tinted Windows: light-tinted windows

Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Ignition Switch: ignition switch light  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog appearance  
Tachometer: tachometer  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Front Pedestrian Braking: pedestrian detection  
Forward Collision Alert: forward collision  
Water Temp Gauge: water temp. gauge  
Clock: in-radio display clock  
Systems Monitor: systems monitor  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front ventilated disc brakes  
Spare Tire Type: compact spare tire  
Spare Tire Mount: spare tire mounted inside under cargo  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Knee Airbag: knee airbag  
Rear Side Airbag: rear side-impact-impact airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: immobilizer  
Security System: security system  
Panic Alarm: panic alarm  
Electronic Stability: electronic stability  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 3 rear head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 5  
Front Bucket Seats: front bucket seats  
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments  
Reclining Driver Seat: manual reclining driver and passenger seats  
Driver Height Adjustment: manual height-adjustable driver and passenger seats  
Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear 60-40 bench seat  
Rear Folding Position: rear seat fold-forward seatback  
Rear Seat Armrest: rear seat centre armrest  
Leather Upholstery: cloth front and rear seat upholstery  
Door Trim Insert: leatherette door panel trim  
Headliner Material: full cloth headliner  
Floor Covering: full carpet floor covering  
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert  
Shift Knob Trim: urethane shift knob  
Floor Mats: carpet front and rear floor mats  
Interior Accents: chrome/metal-look interior accents  
Cargo Space Trim: carpet cargo space  
Trunk Lid: carpet trunk lid/rear cargo door  
Cargo Mats: carpet cargo mat  
Cargo Tie Downs: cargo tie-downs  
Cargo Light: cargo light  
Concealed Cargo Storage: concealed cargo storage  
Cargo Net: cargo net

**Standard Engine:**

Engine 188-hp, 2.5-liter I-4 (regular gas)

**Standard Transmission:**

Transmission 2-speed CVT w/ OD

## MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Garden Grove ("Lessee").

### WITNESSETH

**1. LEASE.** Reference is hereby made to that certain Master Equity/Walkaway Lease Agreement dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

**2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

**3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

**4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

**5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

**6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

**7. NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER

RM

CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: City of Garden Grove

EFM: Enterprise Fleet Management, Inc.

*Rich Murrell*

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

By: Rich Murrell  
Title: Regional Manager

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Garden Grove City Attorney

Date: \_\_\_\_\_

*RM*

AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_ day of \_\_\_\_\_, 2021 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the \_\_\_\_ day of \_\_\_\_\_, 2021 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Garden Grove ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 6 of the Maintenance Agreement is amended to read as follows:

The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within thirty (30) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

Section 10 of the Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California (without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Maintenance Agreement as of the day and year first above written.

\_\_\_\_\_  
 City of Garden Grove (Lessee)  
 By \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_, \_\_\_\_\_

*Rich Murrell*

\_\_\_\_\_  
 ENTERPRISE FLEET MANAGEMENT, INC.  
 Rich Murrell  
 By \_\_\_\_\_  
 Title: Regional Manager  
 Date Signed: May 6, 2021, \_\_\_\_\_



**FLEET MANAGEMENT**

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Garden Grove City Attorney

Date: \_\_\_\_\_





Use of Force, Pursuits, and Complaints in 2020 were reported as follows:

- 30 pursuits in total with three out of policy and an increase from 22 in 2019
  - 7 initiated for stolen vehicles
  - 15 initiated for traffic violations
  - 5 initiated for people committing crimes of misdemeanors and felonies
  - 3 initiated outside agency assists and suspicious vehicles
- In 2020, there were 16 investigations for use of force incidents, deemed in policy with all but one in review with the District Attorney's Office.
- Total calls for services in 2020 was 68,093.
- Five hate crime incidents with two directed towards African Americans, one directed toward an Hispanic individual, one directed toward a Korean individual, and one directed toward an Arab American.
- In 2020 there were nine hate crimes reported with six directed towards religious institutions, two towards Asian Americans with one arrest, and one towards an individual's sexual orientation.
- In 2021, three hate incidents have been reported with one directed toward an Asian American, one towards an African American, one towards an individual's sexual orientation, and one hate crime directed towards a Caucasian.

Chief DaRé has worked with community leaders and has been and will continue to be proactive to condemn violence and hate crimes perpetrated against all citizens, and notably the Asian American community who have been targeted during the pandemic. He has directed Hate Crimes and Hate Incidents be posted to the Police Department's Website on a quarterly basis for the purpose of transparency and meeting the City's mandated obligation to report statistics with the Department of Justice and with the OC Human Relations Commission.

#### ORAL COMMUNICATIONS

Speakers: Tom Raber, Nicholas Dibs, Maureen Blackmun

Written Communications: Craig Durfey

#### RECESS

At 6:55 p.m., Mayor Jones recessed the meeting.

#### RECONVENE

At 6:57 p.m., Mayor Jones reconvened the meeting with all Council Members present.

ADOPTION OF A PROCLAMATION CELEBRATING AFTERSCHOOL PROFESSIONALS APPRECIATION WEEK (83.1)

It was moved by Mayor Pro Tem K. Nguyen, seconded by Council Member D. Nguyen that:

A Proclamation be adopted proclaiming April 19-23, 2021, as Afterschool Professionals Appreciation Week.

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

Ayes: (7) Brietigam, O'Neill, D. Nguyen, Bui, Klopfenstein,  
K. Nguyen, Jones  
Noes: (0) None

ADOPTION OF A PROCLAMATION RECOGNIZING BLACK APRIL MONTH IN GARDEN GROVE (F: 83.1)

It was moved by Mayor Pro Tem K. Nguyen, seconded by Council Member D. Nguyen that:

A Proclamation be adopted recognizing Black April Month in Garden Grove.

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

Ayes: (7) Brietigam, O'Neill, D. Nguyen, Bui, Klopfenstein,  
K. Nguyen, Jones  
Noes: (0) None

ADOPTION OF A PROCLAMATION PROCLAIMING APRIL 2021 AS NATIONAL CHILD ABUSE PREVENTION MONTH (F: 83.1)

It was moved by Mayor Pro Tem K. Nguyen, seconded by Council Member D. Nguyen that:

A Proclamation be adopted proclaiming April 2021 as National Child Abuse Prevention Month.

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

Ayes: (7) Brietigam, O'Neill, D. Nguyen, Bui, Klopfenstein,  
K. Nguyen, Jones  
Noes: (0) None

ADOPTION OF THE AMERICANS WITH DISABILITIES ACT TRANSITION PLAN (F: 78)

It was moved by Mayor Pro Tem K. Nguyen, seconded by Council Member D. Nguyen that:

The Americans with Disabilities Act (ADA) facilities evaluation and transition plan be adopted.

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

Ayes: (7) Brietigam, O'Neill, D. Nguyen, Bui, Klopfenstein,  
K. Nguyen, Jones  
Noes: (0) None

ACCEPTANCE OF PROJECT COMPLETION FOR VARIOUS RESIDENTIAL STREETS REHABILITATION PROJECT NO. 7220 (F: 96.PROJ.7220)

It was moved by Mayor Pro Tem K. Nguyen, seconded by Council Member D. Nguyen that:

The Notice of Completion for Project No. 7220, Various Residential Streets Rehabilitation, be accepted as complete;

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

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

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

Ayes: (7) Brietigam, O'Neill, D. Nguyen, Bui, Klopfenstein,  
K. Nguyen, Jones  
Noes: (0) None

APPROVAL OF THE PROPOSED FISCAL YEAR 2021-22 WEST ORANGE COUNTY WATER BOARD COST SHARING BUDGET (F: 112.9)

It was moved by Mayor Pro Tem K. Nguyen, seconded by Council Member D. Nguyen that:

The West Orange County Water Board Fiscal Year 2021-22 operational expenses and cathodic protection system project cost, be approved; with the City of Garden Grove Water Services Division share be 4.2 percent for a total of \$47,208, funded by the Water Enterprise Fund.

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

Ayes: (7) Brietigam, O'Neill, D. Nguyen, Bui, Klopfenstein,  
K. Nguyen, Jones  
Noes: (0) None

AWARD A CONTRACT TO VMI, INC. TO UPGRADE AUDIO AND VIDEO EQUIPMENT  
IN THE COMMUNITY MEETING CENTER (F: 55-VMI, Inc.) (XR: 48.4)

It was moved by Mayor Pro Tem K. Nguyen, seconded by Council Member D. Nguyen that:

A contract be awarded to VMI, Inc., in the amount of \$114,176.63, for the purchase and installation of audio and video equipment in the Community Meeting Center.

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

Ayes: (7) Brietigam, O'Neill, D. Nguyen, Bui, Klopfenstein,  
K. Nguyen, Jones  
Noes: (0) None

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON MARCH 23, 2021  
(F: VAULT)

It was moved by Mayor Pro Tem K. Nguyen, seconded by Council Member D. Nguyen that:

Minutes from the meeting held on March 23, 2021, be received and filed.

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

Ayes: (7) Brietigam, O'Neill, D. Nguyen, Bui, Klopfenstein,  
K. Nguyen, Jones  
Noes: (0) None

WARRANTS

It was moved by Mayor Pro Tem K. Nguyen, seconded by Council Member D. Nguyen that:

Payroll Checks 184440 through 184454; Direct Deposits D378145 through D378746; and Wires W2786 through W2789 have been audited for accuracy and have been verified by the Finance Director for payment, be received and filed;

Wire Numbers 00000287 through 00000304, EFT Numbers 00007856 through 00007874, and check numbers 00669204 through 00669359 inclusive as listed and

have been verified by the Finance Director as properly issued and bear all proper signatures, be received and filed;

Wire Numbers 00000306 through 00000309, EFT Numbers 00007875 through 00007881, and check numbers 00669360 through 00669436 inclusive as listed and have been verified by the Finance Director as properly issued and bear all proper signatures, be received and filed;

Wire Numbers 00000355 through 00000376, EFT Numbers 00007882 through 00007898, and check numbers 00669437 through 00669537 inclusive as listed and have been verified by the Finance Director as properly issued and bear all proper signatures, be received and filed;

EFT Numbers 00007899 through 00008838, and check numbers 00669538 through 00669730 inclusive as listed and have been verified by the Finance Director as properly issued and bear all proper signatures, be received and filed;

Wire Number 00000377, EFT Numbers 00008839 through 00008850, and check numbers 00669731 through 00669841 inclusive as listed and have been verified by the Finance Director as properly issued and bear all proper signatures, be received and filed;

Wire Numbers 00000378 through 00000397, EFT Numbers 00008851 through 00008867, and check numbers 00669842 through 00669979 inclusive as listed and have been verified by the Finance Director as properly issued and bear all proper signatures, be received and filed; and

Wire Numbers 00000398 through 00000399, EFT Numbers 00008868 through 00008871, and check numbers 00669980 through 00670038 inclusive as listed and have been verified by the Finance Director as properly issued and bear all proper signatures, be received and filed.

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

Ayes: (7) Brietigam, O'Neill, D. Nguyen, Bui, Klopfenstein,  
K. Nguyen, Jones

Noes: (0) None

#### APPROVAL TO WAIVE FULL READING OF ORDINANCES LISTED

It was moved by Mayor Pro Tem K. Nguyen, 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, O'Neill, D. Nguyen, Bui, Klopfenstein,

Noes: (0) K. Nguyen, Jones  
None

PUBLIC HEARING – ADOPTION OF RESOLUTIONS FOR A NEGATIVE DECLARATION AND GENERAL PLAN AMENDMENT NO. GPA-002-2021, FOR A PROJECT LOCATED AT 12141 VALLEY VIEW STREET; AND INTRODUCE AND CONDUCT THE FIRST READING OF AN ORDINANCE TO APPROVE PLANNED UNIT DEVELOPMENT NO. PUD-104-73 (REV. 2018/REV. 2021) (F: 20.GPA-002-2021) (F: 116.PUD-104-73 (REV. 2018/REV. 2021)

*(As approved earlier in the meeting, it was moved by Mayor Pro Tem K. Nguyen, 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 full reading of the Ordinance title, Mayor Jones declared the public hearing open.

Speakers: Nicholas Dibs, Tom Raber, Daniel Akarakian

With no further public comment, Mayor Jones declared the public hearing closed. Following City Council comments, it was moved by Council Member Brietigam, seconded by Council Member Bui that:

Resolution No. 9673-21 entitled: A Resolution of the City Council of the City of Garden Grove adopting a Negative Declaration for the West Grove Center (The "Project") (GPA-002-2021, PUD-104-73 (REV. 2018/Rev. 2021), SP-097-2021) at 12141 Valley View Street (The "Property"), be adopted;

Resolution No. 9674-21 entitled: A Resolution of the City Council of the City of Garden Grove approving General Plan Amendment No. GPA-002-2021 to amend the City of Garden Grove's General Plan Land Use Map to modify the General Plan Land Use Designation of a property from Civic Institution to Light Commercial, be adopted; and

Ordinance No. 2921 entitled: An Ordinance of the City Council of the City of Garden Grove approving a text amendment to Planned Unit Development No. PUD-104-73 (Rev. 2018/Rev. 2021) to expand the uses permitted to also include the uses permitted in the C-1 (Neighborhood Commercial) zone, and to amend the sign requirements of the PUD, be passed to second reading.

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

Ayes: (7) Brietigam, O'Neill, D. Nguyen, Bui, Klopfenstein,  
K. Nguyen, Jones  
Noes: (0) None

APPROVAL OF AN AGREEMENT WITH WEST COAST ARBORISTS, INC. FOR CITYWIDE TREE MAINTENANCE SERVICES (F: 55-West Coast Arborists, Inc.) (XR: 24.4)

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

An agreement with West Coast Arborists, Inc., in the amount of \$440,000 per year with an option to extend over a five year period on an annual basis not to exceed a total of \$2,200,000, by piggybacking onto the City of Rancho Cucamonga's Request for Proposal No. 19/20-007, be approved; and

The City Manager be authorized to sign the agreement and to execute option year agreements on behalf of the City, and to make minor modifications as appropriate.

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

Ayes: (7) Brietigam, O'Neill, D. Nguyen, Bui, Klopfenstein,  
K. Nguyen, Jones

Noes: (0) None

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

STATUS REPORT OF THE HOUSING ELEMENT UPDATE INCLUDING FOCUSED GENERAL PLAN UPDATES AND ZONING AMENDMENTS AS REQUESTED BY CITY MANAGER STILES (F: H-20.1)

Staff provided a report on the Housing Element Update status that covered the following:

MIG Consultants are working with City staff to update the 2021 through 2029 Housing Element that must be certified by the Department of Housing and Community Development by October 15, 2021.

The Regional Housing Needs Assessment and two appeals submitted to the Southern California Association of Governments were both denied.

A Draft Environmental Impact Report preparation for public review and comment is scheduled for late May 2021.

Projected study sessions and public hearings timeline.

Community surveys and outreach.

Zoning Amendments.

The Safety Element update is required by the State of California to reduce potential short and long term risks.

Environmental Justice requiring environmental justice policies incorporated into the General Plan under Senate Bill 1000 that will address the following:

- Reduction of pollution exposure and improving air quality
- Promoting access to public facilities
- Promoting access to healthy foods
- Promoting safe and sanitary homes
- Promoting physical activity
- Promoting civic engagement

Council Member Bui expressed concern for the potential need to increase public safety based on increased density; and he questioned whether residents would be more comfortable attending meetings in person, and suggested holding more meetings.

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

Council Member Brietigam noted that Garden Grove has been rated seventh as the most relaxed city by experts who gather data for companies with metrics that include mental health, physical health, social environment, physical environment, and financial health. He encouraged anyone who needs assistance to register for a COVID-19 vaccine to call the Garden Grove Community Services Department at 714-741-5200.

Council Member O'Neill thanked Chief DaRé for his presentation and expressed gratitude and pride in the performance of the Garden Grove Police Department. He agreed that Garden Grove is "chill," and he wished Council Member Bui a happy birthday.

Council Member D. Nguyen encouraged residents to visit the City's website at <https://ggcity.org/planning/adu> to learn more about Accessory Dwelling Units. She thanked Chief DaRé for his presentation providing statistics and recognized how well the Police Department has been performing. She noted she has been volunteering alongside City staff at the vaccine dispensing site located at the Christ Cathedral Arboretum, on Wednesdays, and that everything has been going very smoothly. Lastly, she wished Council Member Bui a happy birthday.

Council Member Bui stated he would like to honor World War II Veteran, Frank Russell by adjourning the next meeting in his memory. He noted the 46<sup>th</sup> anniversary of the fall of Saigon known as Black April, which is a painful and sorrowful memory for the Vietnamese Community. He invited everyone to attend a memorial for Black April to take place on Friday, April 30, 2021, at 6:00 p.m. on Bolsa Avenue.

Council Member Klopfenstein thanked the council for adopting the proclamation recognizing Afterschool Professionals Appreciation Week. She commented on volunteering at the POD located at Christ Cathedral Arboretum with Council Member Diedre Nguyen, and gave special thanks to the Garden Grove staff, Cert Workers, and Linda Morin, the City's EOC Coordinator, for their hard work.

Council Member Kim Nguyen announced April as Sexual Assault Awareness Month (SAAM) that marks the 20<sup>th</sup> anniversary. This year's timely theme in light of living through a pandemic is "We can build safe online spaces." Chief DaRé provided statistics for Garden Grove showing forcible rapes have decreased while domestic violence has increased, however, the data does not factor in unreported crimes. She noted that one of six American women and one of 33 American men experience an attempted or completed rape in their lifetime. Further statistics indicate that 55 percent of sexual assaults occur at or near someone's home, with 48 percent while someone is sleeping. Thirty-four percent of survivors under the age of 18 are less than 12 years of age. Twenty-one percent of transgender, transgender queer, and gender nonconforming college students have been assaulted. Eight out of ten assaults are committed by someone known to the survivor. Out of 1000 sexual assaults, 995 perpetrators will walk free. In Orange County, there is only one rape crisis center for all 34 cities. Survivors' first instinct is to go to the nearest emergency hospital where forensic exams are denied and an officer will be called to escort you to a rape crisis center while you are experiencing pain and anguish. These facts represent a painful reminder of the lack of qualified support for this type of crime. It is important to talk about consent and prevention with young children. Sixteen Orange County cities have joined Garden Grove in proclaiming April as Sexual Assault Awareness Month, which are: Aliso Viejo, Anaheim, Brea, Buena Park, Costa Mesa, Cypress, Fullerton, Huntington Beach, Irvine, Orange, Placentia, Santa Ana, Seal Beach, Stanton, Tustin, and Villa Park. In closing, Wednesday, April 28, 2021, is Denim Day in protest against misperceptions surrounding sexual violence.

City Manager Stiles reiterated Council Member Brietigam's announcement that the City is available for assistance to seniors and anyone who is seeking a vaccine and to call 714-741-5200. He thanked Chief DaRé on his presentation and noted that the Police Department's biennial report is available on the City's website at <https://ggcity.org/docs/Police-Department-Annual-Report>. He recognized all of the hard work facilitating the POD at the Christ Cathedral Arboretum by Linda Morin, the City's EOC Coordinator, Cert volunteers, City Directors and Staff. Community Services Director, John Montanchez, and his staff are working with St. Joseph's Hospital's POD site and with the County on mobile POD sites. He stressed the importance to continue to work with people in the higher risk categories and those who have trouble getting to POD sites. He thanked Maria Stipe, Assistant City Manager, and Cesar Gallo in IT for their work on getting the American Rescue Plan information and survey on the City's website listed under Key Initiatives. He noted that the City will continue to be updated on the guidelines on the American Rescue

Plan from the Department of the Treasury and State Government, and that Finance Director, Patricia Song will be providing an update on the Plan.

Mayor Jones stated a close friend from Rancho Alamitos High School just lost his 83 year old Uncle Richard "Dick" Butera. Dick was a 50 year plus Garden Grove resident whose adult children and grandchildren all live in Garden Grove. Mr. Butera was a retired police officer with the distinction of being the first K-9 unit in Orange County partnered with a German shepherd named Hanz. Dick will be missed.

ADJOURNMENT

At 7:54 p.m., Mayor Jones adjourned the meeting in memory of Richard "Dick" Butera. The next Regular City Council Meeting will be held on Tuesday, April 27, 2021, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC  
City Clerk



184495	JUDITH A MOORE	1954.07	184496	DIANE BELLAIR	1903.90
184497	JOHN A BUSHMAN	11677.96	184498	MICHAEL F ROCHA	2070.84
184499	DAMIAN JESUS CHAVEZ	668.63	184500	ARTHUR J FLORES	2437.14
184501	FRANK X DE LA ROSA	1628.57	184502	ARNULFO GUZMAN JR	179.10
184503	ETHAN TANG	58.27	184504	SAMANTHA B VARGAS	774.56
184505	TEKYUNG YU	2919.66	184506	MICHAEL A WALKER	140.57
184507	PATRICK R JULIENNE	6971.15	184508	ROBERT S SANDERS	803.03
184509	HENRY AMEEN	6.69	184510	ANTHONY J ANDRADE	1.27
184511	RONALD J BIRTCH	13.65	184512	GREGORY D BROWN	1803.60
184513	LINDA A CAHILL	10084.17	184514	STEVEN A HALLER	2213.93
184515	SCOTT M JORDAN	10.34	184516	JAMES D MAGUIRE	1377.49
184517	CAL J RIETZEL	27466.94	184518	RANDY L TUCKER	18.34
D380550	GEORGE S BRIETIGAM III	409.87	D380551	PHAT T BUI	170.30
D380552	STEVEN R JONES	344.83	D380553	STEPHANIE L KLOPFENSTEIN	234.34
D380554	DIEDRE THU HA NGUYEN	409.27	D380555	KIM B NGUYEN	413.05
D380556	JOHN R ONEILL	443.62	D380557	PAMELA M HADDAD	1624.24
D380558	SHAWN S PARK	2416.70	D380559	SCOTT C STILES	6645.87
D380560	MARIA A STIPE	5357.58	D380561	MEENA YOO	2347.03
D380562	AMANDA M POLLOCK	1750.44	D380563	TERESA L POMEROY	3442.55
D380564	LIZABETH C VASQUEZ	2255.67	D380565	VERONICA AVILA	2215.40
D380566	JEFFREY P DAVIS	2021.04	D380567	NOELLE N KIM	2336.43
D380568	RACHEL MENDIOLA	803.73	D380569	MARIE L MORAN	2551.33
D380570	ANA E PULIDO	3909.23	D380571	KRISTY H THAI	2296.50
D380572	SHAUNA J CARRENO	1975.43	D380573	VY D HO	1833.51
D380574	DANNY HUYNH	4551.35	D380575	VILMA C KLOESS	2445.58
D380576	IVY LE	2004.85	D380577	TAMMY LE	1227.53
D380578	LINDA MIDDENDORF	2582.28	D380579	MARIA A NAVARRO	2417.98
D380580	PHUONG VIEN T NGUYEN	2027.90	D380581	QUANG NGUYEN	2387.36
D380582	TINA T NGUYEN	2154.26	D380583	THYANA T PHI	2639.35
D380584	MARIA RAMOS	2589.45	D380585	TANYA L TO	1371.76
D380586	CUONG K TRAN	1865.72	D380587	ELAINE TRUONG	2608.16
D380588	THANH-NGUYEN VO	1557.09	D380589	SYLVIA GARCIA	1920.58
D380590	YUAN SONG	4999.91	D380591	RETA J WESTON	2024.39
D380592	KAREN M HARRIS	2769.04	D380593	CHRISTI C MENDOZA	1162.17
D380594	TREVOR G SMOUSE	2362.90	D380595	JANET J CHUNG	2581.98
D380596	ANN C EIFERT	3398.90	D380597	MARGARITA ABOLA	1855.06
D380598	MARY ANN M ALCANCIA	2867.68	D380599	MARISA ATIN RAMOS	1363.97
D380600	ROBERT W MAY	1229.71	D380601	SHAWNA A MCDONOUGH	1838.10
D380602	HEIDY Y MUNOZ	3954.17	D380603	SELAMAWIT NIGATU	2422.00
D380604	MY TRA VO	2227.32	D380605	LIGIA ANDREI	1736.47
D380606	KAREN J BROWN	629.69	D380607	CORINNE L HOFFMAN	2311.16
D380608	EDWARD E MARVIN JR	1777.33	D380609	ANGELA M MENDEZ	1651.37
D380610	JENNIFER L PETERSON	1854.54	D380611	ANH PHAM	1640.49
D380612	EVA RAMIREZ	1939.70	D380613	ALEXIS B ROMERO	1933.32
D380614	JAIIME F CHAVEZ	1645.22	D380615	GARY F HERNANDEZ	1726.18
D380616	NEAL M MANALANSAN	1857.54	D380617	DANIEL J SANCHEZ	1719.15
D380618	SANDRA E SEGAWA	3491.88	D380619	ALANA R CHENG	9037.43
D380620	PAUL GUERRERO	2545.83	D380621	LISA L KIM	5113.27

\*\*\* PAGE TOTAL = 241410.90

D380622	JULIE A ASHLEIGH	1884.38	D380623	MICHAEL G AUSTIN	2439.05
D380624	RITA M CRAMER	2271.43	D380625	BRYSON T DAHLHEIMER	2258.13
D380626	RYAN J DAKE	2171.08	D380627	DAVID A DENT	4052.32
D380628	TODD C HARTWIG	2672.83	D380629	RALPH V HERNANDEZ	2277.65
D380630	AARON J HODSON	2230.13	D380631	DONALD E LUCAS	2901.43
D380632	SVETLANA MOURE	2161.24	D380633	PHU T NGUYEN	3807.21
D380634	LORENA J QUILLA SOULES	2655.07	D380635	PEDRO ROQUE	2708.36
D380636	JAKE P TRAN	811.64	D380637	CHRISTOPHER CHUNG	2634.93
D380638	PRIT J KASKLA	1969.48	D380639	HUONG Q LY	2049.26
D380640	LEE W MARINO	4264.56	D380641	MARIA L MARTINEZ	2329.67
D380642	MARIA C PARRA	3014.90	D380643	MONICA COVARRUBIAS	3380.74
D380644	GRACE E LEE	2497.76	D380645	AMEENAH ABU HAMDIYYAH	1890.59
D380646	GREG BLODGETT	3402.48	D380647	ALBERT O NUNEZ BLANCO	544.95
D380648	ORLINO CAMPOS REFUERZO J	544.95	D380649	ROY N ROBBINS	3746.47
D380650	TIMOTHY E THRONE	1863.50	D380651	MICHAEL C BOS	2040.77
D380652	DANIEL J CANDELARIA	3840.50	D380653	VINCENT L DE LA ROSA	2282.73
D380654	KAMYAR DIBAJ	604.95	D380655	ALICIA M HOFER	1907.07
D380656	NICOLAS C HSIEH	3324.25	D380657	ROSEMARIE JACOT	2315.69
D380658	SHAN L LEWIS	2413.89	D380659	NAVIN B MARU	7084.21
D380660	JUAN C NAVARRO	2700.05	D380661	MICHAEL F SANTOS	3166.27
D380662	MARK P UPHUS	4064.38	D380663	JOSE A VASQUEZ	2474.55
D380664	ANA G VERGARA NEAL	2555.08	D380665	DAI C VU	4845.45
D380666	KHANG L VU	3785.51	D380667	CHRISTOPHER I ALLEN	1725.82
D380668	JOSHUA ARIONUS	1977.16	D380669	ALEJANDRO BANUELOS	4435.46
D380670	JAN BERGER	2238.42	D380671	ROBERT P BERMUDEZ	716.39
D380672	TIM P CANNON	4075.10	D380673	CARINA M DAN	2208.43
D380674	RYAN H DAVIS	1726.40	D380675	RONALD W DIEMERT	2030.61
D380676	CHRIS N ESCOBAR	3013.38	D380677	JEREMY J GLENN	1520.20
D380678	ALEJANDRO GONZALEZ	2626.13	D380679	MICHAEL J GRAY	1718.72
D380680	LARRY GRIFFIN	2656.72	D380681	ROBERT A HAENDIGES	3256.44
D380682	RYAN S HART	2062.06	D380683	ANTHONY S HERNANDEZ	307.75
D380684	EDWARD A HUY	2711.36	D380685	VIDAL JIMENEZ	1731.43
D380686	LIYAN JIN	2754.67	D380687	SAMUEL K KIM	3712.49
D380688	REBECCA PIK KWAN LI	3885.35	D380689	DAVID MA AE	1678.23
D380690	RAQUEL K MANSON	2629.58	D380691	ALFREDO MARTINEZ	1760.85
D380692	TYLER MEISLAHN	1964.03	D380693	JESSE K MONTGOMERY	2217.29
D380694	JUSTIN M MORRIS	2615.07	D380695	STEVEN J MOYA JR	2251.29
D380696	BASIL G MURAD	2393.10	D380697	KIRK L NATLAND	1269.96
D380698	DUC TRUNG NGUYEN	2189.61	D380699	LISA NGUYEN	680.93
D380700	CORNELIU NICOLAE	1602.04	D380701	ANDREW I ORNELAS	2238.79
D380702	DAVID A ORTEGA	3862.20	D380703	CELESTINO J PASILLAS	2717.85
D380704	WILLIAM F PEARSON	2661.17	D380705	JESSICA J POLIDORI	3052.47
D380706	CHRISTOPHER B PRUDHOMME	1340.36	D380707	LES A RUITENSCHILD	4511.67
D380708	JONATHAN RUIZ	2644.11	D380709	ALEXIS SANTOS	1174.67
D380710	ADRIAN M SARMIENTO	2749.90	D380711	ALBERT TALAMANTES JR	2199.71
D380712	MINH K TRAN	4902.50	D380713	ALEJANDRO VALENZUELA JR	1274.19
D380714	ALEJANDRO N VALENZUELA	1815.43	D380715	RONALD J WOLLAND	1393.31
D380716	VICTOR K YERGENSEN	2014.45	D380717	ALICE K FREGOSO	1909.83

\*\*\* PAGE TOTAL = 239646.62

D380718	ALICIA R GARCIA	733.25	D380719	WILLIAM E MURRAY JR	6267.14
D380720	EMILY H TRIMBLE	1707.17	D380721	ALFRED J AGUIRRE	3174.31
D380722	EDWARD D AMBRIZ GARCIA	668.10	D380723	RODOLPHO M BECERRA	2235.19
D380724	RAYMOND A BUCHLER	1853.44	D380725	EDGAR A CANO	968.81
D380726	ALBERT J CARRISOZA	2456.70	D380727	GABRIELA R CONTRERAS	2590.79
D380728	JULIE T COTTON	1665.47	D380729	ERIC M ESPINOZA	1869.32
D380730	ALBERT R EURS II	2718.72	D380731	ROBERT J FRANCO	690.10
D380732	CASEY G GIROUARD	1802.97	D380733	HERMILO HERNANDEZ	1978.63
D380734	DARNELL D JERRY	598.77	D380735	BRENT KAYLOR	2087.18
D380736	MARK W LADNEY	2619.82	D380737	RAUL LEYVA	3479.63
D380738	DIEGO A MEJIA	1894.61	D380739	RIGOBERTO MENDEZ	2275.43
D380740	STEVEN T ORTIZ	2616.53	D380741	PHILLIP Q PHAM	504.08
D380742	RICHARD L PINKSTON	2482.61	D380743	JOSE J ROMAN	623.01
D380744	ALEXIS P TARIN	2792.02	D380745	STEVE J TAUANU'U	3831.14
D380746	STEPHANIE A WASINGER	683.60	D380747	SHAQUANNA D WESTON	1040.61
D380748	RICK S ZIEGLER	33.14	D380749	IOAN ANDREI	543.12
D380750	SYLVESTER A BABINSKI IV	1973.77	D380751	DONEISHA L BELL	1229.39
D380752	JEFFREY G CANTRELL	2145.48	D380753	JULIA ESPINOZA	1003.88
D380754	CECELIA A FERNANDEZ	1188.60	D380755	CONRAD A FERNANDEZ	1155.64
D380756	DIANA GOMEZ	964.06	D380757	JORGE GONZALEZ	1207.82
D380758	MICHAEL R GREENE	1871.45	D380759	RONALD D GUSMAN	1195.90
D380760	GLORIA A HARO	1083.48	D380761	ERIC W JOHNSON	1213.16
D380762	LEONEL A LAMAS	929.05	D380763	KHUONG NGUYEN	1658.53
D380764	DELFRADO C REYES	1213.16	D380765	RAFAEL ROBLES	961.67
D380766	ADRIANNA M RODRIGUEZ	1096.78	D380767	EDWIN O THURMAN JR	1617.30
D380768	RODERICK THURMAN	2422.35	D380769	EVARISTO VERA	1877.87
D380770	RICHARD L WILLIAMS	2017.00	D380771	ANSELMO AGUIRRE	2468.29
D380772	DOMINIC CAMERA	734.59	D380773	PHILLIP J CARTER	2184.21
D380774	RICK L DUVAL	2798.06	D380775	AARON R HANSEN	1313.55
D380776	HUY HOA HUYNH	2172.60	D380777	MATTHEW D ILFELD	1359.93
D380778	BRYAN D KWIATKOWSKI	1957.41	D380779	DANIEL C MOSS	547.81
D380780	ROLANDO QUIROZ	2537.84	D380781	RICARDO SALDIVAR	2360.00
D380782	WILLIAM A SOTO	2131.97	D380783	LUIS A TAPIA	1654.80
D380784	MICHAEL W THOMPSON	3527.31	D380785	JOSEPH E TRUJILLO	1863.67
D380786	WILLIAM J WHITE	2081.42	D380787	JESSE GUZMAN	2286.30
D380788	MARK M KHALIL	2061.82	D380789	BRETT A MEISLAHN	590.28
D380790	DOUGLAS A MOORE	2216.36	D380791	ANDREW J MORELAND	1657.21
D380792	AUSTIN H POWELL	2016.06	D380793	MELVIN P REED	1085.71
D380794	STEPHEN D SUDDUTH	2080.18	D380795	HILLARD J WILLIAMS	3349.94
D380796	SOUVELIA K GOUNTOUOMA	2209.88	D380797	ALBERT J HOLMON III	1938.36
D380798	VICTOR T BLAS	2300.39	D380799	JOSE GOMEZ	3355.73
D380800	MICHAEL V GUERRERO	1638.69	D380801	BRENT W HAYES	2365.18
D380802	FRANK D HOWENSTEIN	2444.38	D380803	ALLEN G KIRZHNER	2894.57
D380804	BRANDON S NUNES	2132.48	D380805	STEPHEN PORRAS	3649.99
D380806	JESSE VIRAMONTES	2386.58	D380807	JOHN ZAVALLA	480.16
D380808	YOLANDA A ALVARADO	387.93	D380809	STEPHANIE AMBRIZ	562.98
D380810	JOSELYN D AVALOS	408.04	D380811	REBECCA J BAILOR	2110.07
D380812	JOSUE BARREIRO MENDOZA	1489.43	D380813	RACHEL M CAMARENA	

\*\*\* PAGE TOTAL = 173986.72

D380814	RENE CAMARENA	1833.96	D380815	VICTORIA M CASILLAS	1836.39
D380816	AMANDA D CROSS	1720.51	D380817	GISELL L CRUZ	660.49
D380818	KENNETH E CUMMINGS	145.77	D380819	MARLY DELGADO CHAVEZ	316.06
D380820	GABRIELA DIAZ	666.50	D380821	KELDEN A DOWNS	425.30
D380822	MARK C FREEMAN	3051.74	D380823	JARED D GARCIA	450.84
D380824	STEVEN E GOMEZ	603.83	D380825	JACOB R GRANT	1782.06
D380826	KALYSTA N LOPEZ	51.72	D380827	ELAINE M MA AE	2482.21
D380828	LORENA OCHOA MCINTYRE	1940.40	D380829	JESUS MEDINA	1762.94
D380830	JUAN MEDINA	2121.33	D380831	JOHN A MONTANACHEZ	4932.47
D380832	KIRSTEN K NAKAISHI	528.44	D380833	NOEL N NICHOLAS	974.45
D380834	JENNIFER GODDARD NYE	2617.39	D380835	GABRIELA OCADIZ HERNANDE	2896.75
D380836	STEPHANIE ORTIZ	282.36	D380837	JANET E PELAYO	3410.85
D380838	EDOUARD T PHAN	299.77	D380839	SHADY S PUALLOA	496.16
D380840	JENAVIE QUINTERO	145.68	D380841	SUGEIRY REYNOSO	2273.35
D380842	MARINA Y ROMERO	1890.88	D380843	MARIA D ROSALES	542.13
D380844	TANYA ROSAS	189.38	D380845	DIANA SALLIVAR	96.97
D380846	DANA MARIE SAUCEDO	2368.50	D380847	EMERON J SCHLUMPBERGER	986.78
D380848	REBECCA S SMITH	138.40	D380849	KENNETH P TRAVIS IIII	498.60
D380850	CLAUDIA VALDIVIA	2918.42	D380851	JEFFREY VAN SICKLE	2189.17
D380852	JOSHUA VENCES	242.41	D380853	PAUL E VICTORIA	1196.08
D380854	JACOB D VIRAMONTES	230.19	D380855	PEDRO R ARELIANO	3695.48
D380856	THOMAS R DARE	6048.13	D380857	CAROLE A KANEGAE	2413.12
D380858	CLAUDIA ALARCON	3064.12	D380859	KRISTEN A BACKOURIS	1466.86
D380860	SHARON S BAEK	2069.42	D380861	GENA M BOWEN	1742.28
D380862	JESENIA CAMPOS	2218.38	D380863	BRIAN D DALTON	4294.62
D380864	NICHOLAS A DE ALMEIDA LO	3713.23	D380865	AMIR A EL FARRA	4980.06
D380866	HELENA ELSOUSOU	2321.32	D380867	BRIAN C GIRGENTI	3080.19
D380868	AI KELLY HUYNH	2093.82	D380869	MICHAEL J JENSEN	3568.96
D380870	ALLYSON T LE	1834.71	D380871	MATTHEW P MARCHAND	3531.49
D380872	LINDA M MORIN	3783.81	D380873	PHILLIP H PHAM	2880.48
D380874	REYNA ROSALES	1836.46	D380875	ROBERT M STEPHENSON IIII	8009.83
D380876	MICHAEL J VISCOMI	4385.39	D380877	CARL J WHITNEY	6777.12
D380878	GIOVANNI ACOSTA	2321.23	D380879	TIMOTHY R ASHBAUGH	2640.44
D380880	ALFREDO R AVALOS	4457.17	D380881	COLLIN E BAKER	2222.19
D380882	RENZO CHUMBE	2366.92	D380883	DARRYL B CORTEZ JR	2080.07
D380884	GARY L COULTER	2496.41	D380885	CHARLIE DANIELEY IIII	4451.39
D380886	ISAAC DAVILA	2146.67	D380887	RONALD A DOSCHER	894.18
D380888	BROC D DUDLEY	2311.29	D380889	STEPHEN C ESTLOW	1164.83
D380890	JESUS FAJARDO	2546.40	D380891	HECTOR FERREIRA JR	2816.90
D380892	ROBERT D FRESENIUS	2129.65	D380893	JASON S FULTON	2661.30
D380894	JESUS GOMEZ	2032.06	D380895	TRAVIS J HADDEN	2433.66
D380896	JOSE D HERRERA	3962.33	D380897	JASON A HOWARD	3080.68
D380898	KIRK P HURLEY	2537.21	D380899	DONALD J HUTCHINS	3413.75
D380900	NICKOLAS K JENSEN	3282.74	D380901	CHAD B KIM	2330.13
D380902	TIMOTHY P KOVACS	8951.36	D380903	MICHAEL J LANG	2787.66
D380904	ANGELA LEDESMA	35.58	D380905	RAPHAEL M LEE	1315.48
D380906	MARK A LORD	3895.95	D380907	RYAN M LUX	2940.54
D380908	JORGE L MAZON	2491.94	D380909	MICHAEL A MOSER	2583.83

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D380910	MITCHEL S MOSSER	7155.11	D380911	JACOB J NEELY	2009.15
D380912	JASON S PERKINS	4441.63	D380913	COREY T POLOPEK	3323.44
D380914	SINDY RAMIREZ OROZCO	2796.62	D380915	JOHN E RANEY	3664.35
D380916	THOMAS S REED	2889.85	D380917	AARON T SHIPLEY	2181.76
D380918	SHAYLEN L SIMONS	2275.53	D380919	CHARLES W STARNES	3715.25
D380920	PAUL M TESSIER	3080.61	D380921	VINCENTE J VAICARO	3597.20
D380922	EDGAR VALENCIA	3420.26	D380923	ROYCE C WIMMER	3378.35
D380924	SARAH A WRIGHT	2465.26	D380925	COLE A YNIGUEZ	2960.89
D380926	DAVID C YOUNG	3853.64	D380927	MARCOS R ALAMILLO	3879.87
D380928	BOBBY B ANDERSON	2990.82	D380929	FRANCISCO AVALOS JR	2603.51
D380930	JOHN F BANKSON	3337.11	D380931	JAMES A BLUM	2791.74
D380932	TROY F BOWMAN	2392.30	D380933	JEFFREY A BROWN	4064.68
D380934	RYAN V BUSTILLOS	3597.44	D380935	JUAN C CENTENO	5164.36
D380936	DAVID Y H CHANG	3104.01	D380937	JEROME L CHEATHAM	3055.75
D380938	HAN J CHO	4405.73	D380939	BRIAN M CLASBY JR	3689.39
D380940	JULIO C CORTEZ	2374.10	D380941	JUAN L DELGADO JR	3569.50
D380942	KEVIN DINH	2793.08	D380943	TAYLOR M DUARTE	2393.09
D380944	OTTO J ESCALANTE	8498.72	D380945	JOSHUA N ESCOBEDO	3583.06
D380946	MICHELLE N ESTRADA MONSA	2844.43	D380947	GEORGE R FIGUEREDO	3135.11
D380948	SEAN M GLEASON	2809.51	D380949	GONZALO GONZALEZ JR	2485.54
D380950	KYLE N HALEY	1590.63	D380951	EFRAIN A JIMENEZ JR	2633.35
D380952	CODY M JOHNSON	3052.65	D380953	ROBERT J KIVLER	2008.71
D380954	ARION J KNIGHT	4608.61	D380955	PETER M KUNKEL	3188.33
D380956	ERICK LEYVA	4054.82	D380957	RAFAEL LOERA JR	2903.29
D380958	JESSE A LUCATERO	2528.84	D380959	ROBERTO MACHUCA	2976.32
D380960	TAYLOR A MACY	2816.27	D380961	GIANLUCA F MANIACI	2794.03
D380962	BRYAN J MEERS	4182.77	D380963	NATHAN D MORTON	3751.34
D380964	PATRICK W MURPHY	3725.62	D380965	PATRICK J MUSCHETTO	3090.29
D380966	THOMAS R NADOLSKI	1715.69	D380967	JEFFREY C NGUYEN	3231.52
D380968	JOSHUA T OLIVO	3668.02	D380969	STEVEN TRUJILLO ORTIZ	2713.47
D380970	JOSEPH N PANELLIA	1976.25	D380971	EMMANUEL PEREZ	2519.43
D380972	OMAR F PEREZ	1968.80	D380973	LUIS A QUIROZ	1805.01
D380974	LUIS F RAMIREZ	3319.67	D380975	RON A REYES	3104.99
D380976	DANIEL RODRIGUEZ	3045.39	D380977	SEAN M SALAZAR	2826.64
D380978	ALFREDO SALGADO JR.	2107.19	D380979	CHRISTOPHER M SHELGREEN	3111.01
D380980	LEVI JOENIEL SILVA	2169.56	D380981	PAUL W ASHBY	3160.96
D380982	THOMAS A CAPPS	2299.19	D380983	MICHAEL K ELHAMI	3538.70
D380984	SHELBY KEULLIAN	1903.37	D380985	DANNY J MIHALIK	4222.60
D380986	JEREMY N MORSE	3817.14	D380987	JASON M MURO	4777.62
D380988	DANIELLE E RIEDL	3961.35	D380989	ROCKY F RUBALCABA	3598.78
D380990	LINO G SANTANA	6185.98	D380991	DUO XU	1453.98
D380992	JOHN J YERGLER	3176.78	D380993	CHRISTOPHER M EARLE	3063.17
D380994	BENJAMIN M ELIZONDO	2907.15	D380995	KRISTOFER D KELLEY	7957.68
D380996	NICHOLAS A LAZENBY	3098.88	D380997	CHARLES H LOFFLER	3997.25
D380998	BRADLEY A LOWEN	2744.51	D380999	RYAN R RICHMOND	1954.61
D381000	GAREY D STAAL	3378.78	D381001	JOSHUA K BEHZAD	2505.99
D381002	AARON J COOPMAN	3102.80	D381003	MICHAEL E GERDIN	2674.84
D381004	TROY HALLER	4652.96	D381005	JASON L JOHNSON	6133.29

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D381006	RAUL MURILLO JR	4130.73	D381007	ERIC T RUZIECKI	3416.45
D381008	RENE BARRAZA	5072.12	D381009	DEREK M LINK	4658.73
D381010	ADAM D ZMIJA	3710.47	D381011	LISA A BELTHIUS	139.30
D381012	RICHARD O BURILLO	4491.13	D381013	COURTNEY P CIBOSKY	2881.37
D381014	ADAM B COUGHRAN	299.06	D381015	JOHN DANG	494.53
D381016	CHRISTOPHER C DOVEAS	30.81	D381017	DANIEL S EDWARDS	835.50
D381018	VICTORIA A JORDAN	259.79	D381019	EDWARD K KIM	22.30
D381020	EDUARDO C LEIVA	4540.06	D381021	MARIO MARTINEZ JR	4233.26
D381022	JOSEPH A GARCIA	441.40	D381023	JENNIFER L ITURRALDE	439.59
D381024	RODOLFO B RAMOS	439.59	D381025	RUDY A ROCHA	546.95
D381026	KENTON TRAN	322.22	D381027	CALEB I VAUGHN	329.08
D381028	TYLER D VU	489.31	D381029	KAREN D BRAME	1002.11
D381030	KENNETH L CHISM	1774.21	D381031	PAUL E DANIELSON	1273.56
D381032	TANNER C DE PADUA	1719.51	D381033	KORY C FERRIN	5473.04
D381034	JAMES D FISCHER	1223.30	D381035	VICTORIA M FOSTER	1399.11
D381036	THI A HUYNH	2405.16	D381037	SERGIO J JIMENEZ TAVAREZ	1728.26
D381038	KENNETH E MERRILL	529.77	D381039	BRANDON J PAQUA	1800.26
D381040	DOUGLAS A PLUARD	4051.03	D381041	BRYANT D RICHARDS	1800.26
D381042	DANIEL C VIGIL	1802.51	D381043	WILLIAM ALLISON	4721.71
D381044	RICHARD A ALVAREZ BROWN	3241.89	D381045	BEAU A BERENGER	3112.06
D381046	RAY E BEX	4197.86	D381047	PATRICIA C FLINN	2623.41
D381048	PATRICK E GILDEA	7134.30	D381049	BAO TINH THI LE	1184.29
D381050	RAQUEL D MATA	1399.22	D381051	REBECCA S MEEKS	3144.57
D381052	JONATHAN B WAINWRIGHT	3419.96	D381053	MARIA A ALCARAZ	1955.34
D381054	MADELINE M ALVARADO	1584.90	D381055	MARIA S ATWOOD	1885.29
D381056	RYAN S BERLETH	2032.94	D381057	BRITTANEE N BRANTNER	1627.37
D381058	CARISSA L BRUNICK	1465.51	D381059	TAMMY L CHAURAN HAIRGROV	1360.53
D381060	JACINTA F CHOWDHURY	1869.37	D381061	KRISTINA L CORNETT	1550.62
D381062	RUSSELL B DRISCOLL	2237.83	D381063	VERONICA FRUTOS	1282.54
D381064	DAVID L GEORGE	2002.53	D381065	PINKY C HINGCO	2308.44
D381066	LINDALINH THU LY	1418.02	D381067	MARIA C MCFARLANE	2218.13
D381068	DAWN M MONTOYA	1587.96	D381069	TRINA T NGUYEN	1815.88
D381070	MANUEL A QUIRALTE AGUAYO	1862.80	D381071	JENNIFER V ROMBOUGH	2019.44
D381072	KIMBRA S VELLANOWETH	1929.83	D381073	CHRYSYAL L WEYKER	1785.89
D381074	SHANNON M YELENSKY	1697.60	D381075	SANDRA M ARROYO	1873.63
D381076	SHYLER R.D. CHAPPELL	1936.09	D381077	JENNIFER A DIX	2497.89
D381078	KATHERINE M FRANCISCO	1416.97	D381079	AMANDA B GARNER	1885.77
D381080	ARCHIE GUZMAN	2108.72	D381081	LAUREN M LADD	2076.38
D381082	ROBERT D LUX	2190.75	D381083	MELISSA MENDOZA CAMPOS	2086.97
D381084	BRANDY J PARK	2600.01	D381085	CRISTINA V PAYAN	2105.64
D381086	JENNIFER M RODRIGUEZ	2291.82	D381087	TANYA L SAMOFF	3095.47
D381088	SUSAN A I SEYMOUR	2386.79	D381089	NICOLE D SHORROW	2723.31
D381090	DANNY J SOSEBEE	2030.21	D381091	MARSHA D SPELLMAN	2387.88
D381092	SPENCER T TRAN	2356.34	D381093	SANTA WARDLE	1073.85
D381094	CHERYL L WHITNEY	1948.57	D381095	EVAN S BERESFORD	3202.91
D381096	DANIEL A CAMARA	2566.18	D381097	RICHARD E DESBIENS	1623.56
D381098	JAMES D FRANKS	2589.17	D381099	PETE GARCIA	2438.88
D381100	ROBERT J GIFFORD	3020.38	D381101	STEVEN H HEINE	1850.93

\*\*\*\* PAGE TOTAL = 204248.94

WARRANT NUMBER	NAME	AMOUNT	RECIPIENT NAME	AMOUNT	
D381102	WILLIAM T HOLLOWAY	5022.46	D381103	GERALD F JORDAN	2984.01
D381104	JOSEPH L KOLANO	2435.37	D381105	LEA K KOVACS	4831.16
D381106	DAVID LOPEZ	3467.99	D381107	STEVEN W LUKAS	1930.41
D381108	ADAM C NIKOLIC	4008.45	D381109	LUIS A PAYAN	2512.48
D381110	TERRA M RAMIREZ	3117.04	D381111	CHRISTIN E ROGERS	2924.08
D381112	BRIAN T STROUD	3409.87	D381113	TUONG-VAN NGUYEN VU	1835.58
D381114	DENNIS WARDLE	3812.06	D381115	SUMMER A BOGUE	2635.93
D381116	FLOR DE LIS ELIZONDO	2492.16	D381117	ERIC A QUINTERO	572.68
D381118	ASHLEY C ROJAS	1873.00	D381119	JANNA K BRADLEY	2285.76
D381120	MARY C CERDA	2007.19	D381121	BRANDI M HART	695.25
D381122	LIANE Y KWAN	3317.55	D381123	JANY H LEE	3605.22
D381124	SHERRILL A MEAD	2301.23	D381125	STEPHANIE E RICHARDS	1873.82
D381126	CAITLYN M STEPHENSON	2045.82	D381127	LAURA J STOVER	4983.27
D381128	ANNA L GOLD	1926.80	D381129	KATRENA J SCHULZE	1072.09
D381130	MATTHEW T SWANSON	1752.51	D381131	ANTHONY VALENZUELA	1498.15
D381132	CANDY G WILDER	1931.51	D381133	STEVEN F ANDREWS	2472.72
D381134	TERENCE S CHANG	2641.51	D381135	VERNA L ESPINOZA	1978.29
D381136	CESAR GALLO	2856.89	D381137	ERNIE E HINGCO	1910.47
D381138	GEOFFREY A KLOESS	3563.20	D381139	RACHOT MORAGRAAN	3632.02
D381140	NOEL J PROFFITT	2864.27	D381141	ANAND V RAO	4388.77
D381142	ROD T VICTORIA	2351.76	D381143	TERREL KEITH WINSTON	3154.77
D381144	DAVID J ABRECHT	6470.48	D381145	KATHLEEN I PORTER	10.53
D381146	O.C.E.A. GENERAL	2339.20	D381147	O.C.E.A.	1101.61
D381148	POLICE ASSN	16024.48	D381149	COMMUNITY HEALTH CHARITI	45.00
D381150	GARDEN GROVE POLICE ASSO	1660.00	D381151	SO CAL CREDIT UNION	44727.00
D381152	SOUTHLAND CU	4575.00	W2802	GREAT WEST LIFE 457 #340	109004.26
W2803	GREAT WEST LIFE OBRA#340	1954.55	W2804	INTERNAL REVENUE SERVICE	324179.52
W2805	EMPLOYMENT DEVELOPMENT D	100815.62			

\*\*\* PAGE TOTAL = 725882.82

TOTAL CHECK PAYMENTS 24  
 TOTAL DIRECT DEPOSITS 603  
 TOTAL WIRE PAYMENTS 4  
 GRAND TOTAL PAYMENTS 631

77,183.87  
 1,510,055.65  
 535,953.95  
 .....  
 2,123,193.47

*AM*

Checks #184495 thru #184518, and Direct Deposits #D380550 thru #D381152, and wire #W2802 thru #W2805 presented in the Payroll Register submitted to the Garden Grove City Council 25 MAY 2021, have been audited for accuracy and funds are available for payment thereof.

*Patricia Song*  
 PATRICIA SONG - FINANCE DIRECTOR



City of Garden Grove  
Certificate of Warrants  
Register Dates:  
04/07/2021

This is to certify the demands covered by Wire numbers 00000443 through 00000472, and EFT numbers 00009834 through 00009845, and check numbers 00670417 through 00670537 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: Check number 00670488 was voided  
Wire numbers 467 was skipped

\_\_\_\_\_  
Finance Director  
Patricia Song

**CITY OF GARDEN GROVE**  
**FEFM001 Warrant Register**  
**Check Dates Between April 2, 2021 and April 07, 2021**

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**AP - Checking Account**

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00000443	V01596	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	10/21/2020	\$605,832.14
00000444	V01596	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	10/21/2020	\$486,563.60
00000445	V00541	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	10/21/2020	\$734,096.75
00000446	V01539	DELTA DENTAL OF CALIFORNIA	10/21/2020	\$15,082.10
00000447	V02152	EXPERT PAY CHILD SUPPORT	10/21/2020	\$3,081.52
00000448	V02091	MARYLAND CHILD SUPPORT ACCOUNT	10/21/2020	\$343.38
00000449	V00789	SO CALIF EDISON CO	10/14/2020	\$96,811.99
00000450	V00789	SO CALIF EDISON CO	10/14/2020	\$179,505.02
00000451	V00789	SO CALIF EDISON CO	10/14/2020	\$12,949.80
00000452	V00789	SO CALIF EDISON CO	10/14/2020	\$12,225.18
00000453	V00686	FRONTIER COMMUNICATIONS	10/21/2020	\$1,383.70
00000454	V00789	SO CALIF EDISON CO	10/21/2020	\$93.47
00000455	V00789	SO CALIF EDISON CO	10/21/2020	\$232.34
00000456	V00792	SO CALIF GAS CO	10/21/2020	\$15,478.16
00000457	V00819	VERIZON WIRELESS-LA	10/21/2020	\$12,468.98
00000458	V00813	UNION BANK	10/28/2020	\$215.47
00000459	V00813	UNION BANK	10/28/2020	\$32.00
00000460	V00813	UNION BANK	10/28/2020	\$250.00
00000461	V00813	UNION BANK	10/28/2020	\$149.97
00000462	V00813	UNION BANK	10/28/2020	\$219.62
00000463	V00813	UNION BANK	10/28/2020	\$57.78
00000464	V00813	UNION BANK	10/28/2020	\$3,665.39
00000465	V00813	UNION BANK	10/28/2020	\$4.21
00000466	V00813	UNION BANK	10/28/2020	\$1,924.59

**CITY OF GARDEN GROVE**  
**FEFM001 Warrant Register**  
**Check Dates Between Apr 2, 2021 and Apr 7, 2021**

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**AP - Checking Account**

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00000468	V00792	SO CALIF GAS CO	04/07/2021	\$18,352.12
00000469	V00805	TIME WARNER CABLE	04/07/2021	\$2,885.09
00000470	V02152	EXPERT PAY CHILD SUPPO	04/07/2021	\$3,081.52
00000471	V02091	MARYLAND CHILD SUPPORT	04/07/2021	\$343.38
00000472	V02089	SHANNON WAINWRIGHT	04/07/2021	\$553.85
00009834	V00650	BUREAU VERITAS NORTH AMERICA, INC	04/07/2021	\$21,182.75
00009835	V00224	CDW-GOVERNMENT, INC	04/07/2021	\$1,617.07
00009836	V00672	CRON & ASSOCIATES TRANSCRIPTION, INC	04/07/2021	\$2,767.02
00009837	V00718	DANGELO CO (JWD ANGELO CO INC)	04/07/2021	\$699.52
00009838	V02242	GANNETT FLEMING, INC.	04/07/2021	\$14,116.25
00009839	V00218	GRAINGER	04/07/2021	\$747.79
00009840	V01657	LYTLE SCREENPRINTING, INC	04/07/2021	\$12.93
00009841	V00740	NEW PIG CORP	04/07/2021	\$143.33
00009842	V00082	NFINIT	04/07/2021	\$823.00
00009843	V00500	QUADIENT LEASING USA INC	04/07/2021	\$933.40
00009844	V00384	STOMMEL, INC	04/07/2021	\$570.00
00009845	V00545	VORTEX INDUSTRIES, INC FILE 1095	04/07/2021	\$495.00
00670417	V02387	A & H REFRIGERATION, INC.	04/07/2021	\$2,250.00
00670418	V00573	ALAN'S LAWN AND GARDEN CENTER, INC	04/07/2021	\$296.56
00670419	V00468	ANAHEIM REGIONAL MEDICAL CENTER	04/07/2021	\$1,700.00
00670420	V00647	ANTHONY BIRMINGHAM WINDOW CLEANING	04/07/2021	\$1,351.00
00670421	V00641	AQUA-METRIC SALES CO	04/07/2021	\$35,370.51
00670422	V02693	ARMSTRONG GARDEN CENTERS/ARMSTRONG GROWERS	04/07/2021	\$750.17
00670423	V00864	ASSOCIATED SOILS ENGINEERING, INC	04/07/2021	\$10,320.00
00670424	V02688	AT&T MOBILITY NATIONAL ACCOUNTS, LLC	04/07/2021	\$825.00
00670425	V00145	AUTONATION FORD TUSTIN	04/07/2021	\$2,713.08
00670426	V01336	AXON ENTERPRISE, INC	04/07/2021	\$290,619.57
00670427	V01152	B L WALLACE DISTRIBUTOR, INC	04/07/2021	\$56.13
00670428	V00162	BIG RON'S AUTO BODY & PAINT, INC	04/07/2021	\$2,372.85
00670429	V00548	BISHOP CO	04/07/2021	\$1,123.02
00670430	V00249	BLAIS & ASSOCIATES, LLC	04/07/2021	\$131.25
00670431	V00649	BROWNELLS, INC	04/07/2021	\$259.60

**CITY OF GARDEN GROVE**  
**FEFM001 Warrant Register**  
**Check Dates Between Apr 2, 2021 and Apr 7, 2021**

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00670432	V01057	CITY OF SANTA ANA FINANCE & MGMT SRVS AGENCY M-87	04/07/2021	\$507,021.71
00670433	V00653	CJ CONCRETE CONSTRUCTION, INC	04/07/2021	\$31,900.76
00670434	V00654	CLEA CALIF LAW ENFORCEMENT ASSOC	04/07/2021	\$3,320.00
00670435	V00579	COASTLINE EQUIPMENT	04/07/2021	\$706.61
00670436	V00666	COMMUNITY VETERINARY HOSPITAL INC	04/07/2021	\$668.75
00670437	V00667	CONTINENTAL CONCRETE CUTTING	04/07/2021	\$2,984.00
00670438	V00188	CONVENIENT BOARD UPS	04/07/2021	\$390.00
00670439	V01273	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	04/07/2021	\$1,608.00
00670440	V00673	DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC	04/07/2021	\$2,688.00
00670441	V01366	DEWBERRY ARCHITECTS, INC	04/07/2021	\$27,529.20
00670442	OTV001237	CHRIS DI ANTONIO	04/07/2021	\$52.24
00670443	OTV001234	DOMAIN CORP	04/07/2021	\$3.51
00670444	OTV001229	DSD PROPERTY MANAGEMENT	04/07/2021	\$1.10
00670445	OTV001236	PATRICIA EDWARDS	04/07/2021	\$111.23
00670446	V01757	ELITE EQUIPMENT, INC	04/07/2021	\$182.69
00670447	V00679	ENTERPRISE FLEET MGMT, INC	04/07/2021	\$4,180.01
00670448	V00682	EWING IRRIGATION PRODUCTS, INC	04/07/2021	\$129.31
00670449	V00336	EXCLUSIVE AUTO DETAIL	04/07/2021	\$354.00
00670450	OTV001228	EXLENT PROPERTY MANAGEMENT	04/07/2021	\$13.45
00670451	V00684	EXPERIAN INFO SOLUTIONS, INC	04/07/2021	\$77.60
00670452	V00022	EXTRA PACKAGING, LLC	04/07/2021	\$1,100.00
00670453	V00829	FERGUSON ENTERPRISES, INC 1350	04/07/2021	\$9,161.46
00670454	V00502	FIREMASTER	04/07/2021	\$2,040.03
00670455	V00229	FIS ACCOUNTING DEPT	04/07/2021	\$22,862.15
00670456	V00399	FLEETPRIDE, INC	04/07/2021	\$692.40
00670457	V02659	FONDRIEST ENVIRONMENTAL, INC	04/07/2021	\$9,535.33
00670458	V00658	FRANCHISE TAX BOARD	04/07/2021	\$443.01
00670459	V00054	GALLS LLC	04/07/2021	\$1,665.88
00670460	V00526	GANAHL LUMBER COMPANY	04/07/2021	\$61.09
00670461	V01055	GARDEN GROVE POLICE ASSOC RETIREE MEDICAL TRUST	04/07/2021	\$840,707.00
00670462	V00097	GOLDENWEST LAWNMOWERS & SCOOTERS	04/07/2021	\$1,941.10
00670463	V02039	GOVERNMENT TRAINING AGENCY SDRTC	04/07/2021	\$240.00
00670464	V00242	GRIMCO, INC	04/07/2021	\$1,398.78

**CITY OF GARDEN GROVE**  
**FEFM001 Warrant Register**  
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00670465	V00544	HARRINGTON INDUSTRIAL PLASTICS, LLC	04/07/2021	\$1,564.97
00670466	V00503	HF&H CONSULTANTS, LLC	04/07/2021	\$12,334.00
00670467	OTV001238	SON HOANG	04/07/2021	\$30.90
00670468	V00034	HOME DEPOT CREDIT SERVICES	04/07/2021	\$5,847.29
00670469	V00135	IMPERIAL SPRINKLER SUPPLY, INC	04/07/2021	\$1,044.83
00670470	V00182	INFOSEND, INC	04/07/2021	\$7,912.18
00670471	V01093	INTERNAL REVENUE SERVICE	04/07/2021	\$51.50
00670472	V00531	IRV SEAVER MOTORCYCLES	04/07/2021	\$317.96
00670473	V01307	IRVINE PIPE & SUPPLY, INC	04/07/2021	\$780.11
00670474	OTV001230	GAVIN JASPER	04/07/2021	\$60.77
00670475	V00071	JM NURSERY	04/07/2021	\$407.81
00670476	V00725	KNORR SYSTEMS, INC	04/07/2021	\$1,702.65
00670477	V00220	LABSOURCE, INC	04/07/2021	\$4,490.50
00670478	V00769	LEGAL SHIELD	04/07/2021	\$846.15
00670479	OTV001241	LTD CAPITAL PARTNERS LLC	04/07/2021	\$18.94
00670480	V00736	MC MASTER-CARR SUPPLY CO	04/07/2021	\$75.19
00670481	V00737	MERCHANTS BLDG MAINT, LLC	04/07/2021	\$0.00
00670482	V01572	MICROCEPTION, INC	04/07/2021	\$3,330.00
00670483	OTV001244	MARIA M. MORALES	04/07/2021	\$1,000.00
00670484	V00092	NATIONAL AUTO FLEET GROUP AND CHEVROLET OF WATSONV	04/07/2021	\$108,987.24
00670485	V00740	NEW PIG CORP	04/07/2021	\$4,371.32
00670486	OTV001240	THINH NGUYEN	04/07/2021	\$130.57
00670487	V00459	O'REILLY AUTO PARTS	04/07/2021	\$2,239.99
00670489	V00747	OCEAN BLUE ENVIRONMENTAL SERVICES, INC	04/07/2021	\$5,706.18
00670490	V00209	WHJ OCN,IND	04/07/2021	\$190.00
00670491	V00530	ORANGE COUNTY APPLIANCE PARTS	04/07/2021	\$24.31
00670492	V01422	ORANGE COUNTY CLERK-RECORDER'S OFFICE	04/07/2021	\$2,530.25
00670493	V00750	ORANGE COUNTY CONSERVATION CORP	04/07/2021	\$11,040.00
00670494	OTV001225	MARIA ORDAZ	04/07/2021	\$1.17
00670495	OTV001239	VU PHAN	04/07/2021	\$16.29
00670496	OTV001227	LIEN PHO	04/07/2021	\$6.29
00670497	OTV001198	OLAREE PIERCE	04/07/2021	\$106.58
00670498	V01053	PILAR ALCIVAR MCCOY	04/07/2021	\$550.00

**CITY OF GARDEN GROVE**  
**FEFM001 Warrant Register**  
**Check Dates Between Apr 2, 2021 and Apr 7, 2021**

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00670499	V01031	PL HAWN COMPANY, INC AIR FILTRATION & POLLUTION CO	04/07/2021	\$61.91
00670500	V02400	JOHN G POSADAS	04/07/2021	\$4,900.00
00670501	V00201	PRICON ENTERPRISE TECHNOLOGIES	04/07/2021	\$10,685.00
00670502	V00385	PROPERTY SPECIALISTS	04/07/2021	\$26.25
00670503	OTV001233	CARLO PROVANZANO	04/07/2021	\$4.56
00670504	V02613	R.S. HUGHES COMPANY INC	04/07/2021	\$897.20
00670505	V00774	REFRIGERATION SUPPLIES DISTRIBUTOR	04/07/2021	\$1,258.11
00670506	V00693	REPUBLIC SERVICES 676	04/07/2021	\$162,516.35
00670507	V01181	SANTA ROSA JUNIOR COLLEGE	04/07/2021	\$148.50
00670508	OTV001232	MARGARITA SANTIAGO	04/07/2021	\$19.44
00670509	V00785	SHRED CONFIDENTIAL, INC	04/07/2021	\$236.25
00670510	V00450	SIMPLOT PARTNERS	04/07/2021	\$875.47
00670511	V00787	SMITH PIPE & SUPPLY COMPANY, INC	04/07/2021	\$4,131.83
00670512	V00474	SOUTHERN COUNTIES LUBRICANTS, LLC	04/07/2021	\$118.48
00670513	V00213	STATE INDUSTRIAL PRODUCTS	04/07/2021	\$2,886.63
00670514	V02166	SULZER ELECTRO-MECHANICAL SERVICES (US)	04/07/2021	\$2,762.25
00670515	V00364	SUNBELT RENTALS	04/07/2021	\$685.44
00670516	OTV001243	SWRCB-DWOCF	04/07/2021	\$90.00
00670517	V00475	T-MOBILE USA, INC	04/07/2021	\$480.00
00670518	OTV001224	ADELINA TABLANG	04/07/2021	\$10.99
00670519	V01389	THE HOME DEPOT PRO	04/07/2021	\$106.85
00670520	V01389	THE HOME DEPOT PRO	04/07/2021	\$819.33
00670521	V01063	THE ILLINI COMPANIES, INC	04/07/2021	\$175.00
00670522	V02695	THIEN AN RESTAURANT INC	04/07/2021	\$1,500.00
00670523	V01623	TRAFFIC MANAGEMENT, INC	04/07/2021	\$209.70
00670524	V01623	TRAFFIC MANAGEMENT, INC	04/07/2021	\$444.82
00670525	OTV001231	QUAN TRAN	04/07/2021	\$28.58
00670526	OTV001226	NAM TRINH	04/07/2021	\$14.60
00670527	V00808	TRUCK & AUTO SUPPLY, INC	04/07/2021	\$364.02
00670528	V00814	UNITED PARCEL SERVICE	04/07/2021	\$93.57
00670529	V02358	UNIVERSAL WASTE SYSTEMS	04/07/2021	\$3,623.38
00670530	OTV001204	SANY VAN	04/07/2021	\$40.12
00670531	OTV001235	PHAT VU	04/07/2021	\$47.46
00670532	V00527	WALTERS WHOLESALE ELECTRIC	04/07/2021	\$716.28

**CITY OF GARDEN GROVE**  
**FEFM001 Warrant Register**  
**Check Dates Between Apr 2, 2021 and Apr 7, 2021**

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Check	Vendor #	Vendor Name	Issue Date	Check Amount	
00670533	V00825	WELLS TAPPING SERVICE, INC	04/07/2021	\$425.00	
00670534	V00564	WEST COUNTY TIRE & AUTO, INC	04/07/2021	\$4,275.20	
00670535	V01044	WESTERN WATER WORKS	04/07/2021	\$26,409.49	
00670536	V00134	WILLIAMS & MAHER, INC	04/07/2021	\$1,453.17	
00670537	V01117	ZAP MANUFACTURING, INC	04/07/2021	\$1,522.64	
			<b>EFT:</b>	<b>12</b>	<b>\$44,108.06</b>
			<b>Check:</b>	<b>149</b>	<b>\$4,446,572.07</b>
			<b>Total:</b>	<b>161</b>	<b>\$4,490,680.13</b>



City of Garden Grove  
Certificate of Warrants  
Register Dates:  
04/14/2021

This is to certify the demands covered by Wire numbers 00000473 through 00000484, and EFT numbers 00009846 through 00009852, and check numbers 00670538 through 00670657 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: Check numbers 670549, 670556, 670595 & 670625 were voided.

A handwritten signature in blue ink, appearing to read 'Patricia Song', written over a horizontal line.

Finance Director  
Patricia Song

**CITY OF GARDEN GROVE**  
**FEFM001 Warrant Register**  
**Check Dates Between Apr 9, 2021 and Apr 14, 2021**

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**AP - Checking Account**

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00000473	V01478	ANAHEIM ORANGE COUNTY	04/14/2021	\$33,212.53
00000474	V02087	DELTA CARE USA	04/14/2021	\$6,100.51
00000475	V01539	DELTA DENTAL OF CALIFO	04/14/2021	\$2,533.98
00000476	V01539	DELTA DENTAL OF CALIFO	04/14/2021	\$13,910.60
00000477	V00694	GARDEN GROVE HOUSING A	04/14/2021	\$14,368.81
00000478	V00732	THE LINCOLN NATIONAL L	04/14/2021	\$7,181.45
00000479	V00541	MUNICIPAL WATER DISTRI	04/14/2021	\$195,443.48
00000480	V01596	PUBLIC EMPLOYEES' RETI	04/14/2021	\$487,310.50
00000481	V01596	PUBLIC EMPLOYEES' RETI	04/14/2021	\$635,426.52
00000482	V02088	VISION SERVICE PLAN -	04/14/2021	\$6,859.98
00000483	V00691	CITY OF GARDEN GROVE-W	04/14/2021	\$458,925.16
00000484	V01596	PUBLIC EMPLOYEES' RETI	04/14/2021	\$615,379.16
00009846	V00650	BUREAU VERITAS NORTH AMERICA, INC	04/14/2021	\$11,325.00
00009847	V00224	CDW-GOVERNMENT, INC	04/14/2021	\$621.94
00009848	V00562	DOOLEY ENTERPRISES, INC	04/14/2021	\$3,027.78
00009849	V00271	MONTROSE AIR QUALITY SERVICES, LLC	04/14/2021	\$5,862.50
00009850	V00136	ORANGE COUNTY WELDING, INC	04/14/2021	\$1,190.00
00009851	V00500	QUADIENT LEASING USA INC	04/14/2021	\$2,150.76
00009852	V00506	REDFLEX TRAFFIC SYSTEMS, INC	04/14/2021	\$30,800.00
00670538	V00532	A&A WIPING CLOTH, INC	04/14/2021	\$1,224.80
00670539	V01254	AAOC	04/14/2021	\$99.00
00670540	V01122	ADVANCED CAR CARE, INC	04/14/2021	\$1,478.13
00670541	V00573	ALAN'S LAWN AND GARDEN CENTER, INC	04/14/2021	\$165.23
00670542	V00635	ALL CITY MANAGEMENT SERVICES, INC	04/14/2021	\$15,247.50
00670543	V00238	AMERINAT	04/14/2021	\$360.72
00670544	V00640	ANGELUS QUARRIES, INC	04/14/2021	\$121.85
00670545	V02328	APPLEONE EMPLOYMENT SERVICES	04/14/2021	\$812.16
00670546	V01162	SONIA LISA ASENCIO	04/14/2021	\$29.00
00670547	V02487	TEAIRRA MONIQUE AUSTIN	04/14/2021	\$6.00
00670548	V00145	AUTONATION FORD TUSTIN	04/14/2021	\$2,047.38
00670550	V00959	Robert Baldwin	04/14/2021	\$22.00
00670551	V01188	BANNER BANK	04/14/2021	\$29,974.44
00670552	OTV001248	HOREN BRASOV	04/14/2021	\$155.69
00670553	V00649	BROWNELLS, INC	04/14/2021	\$207.20
00670554	V02670	MYAH CHERIE BRUNSWICK	04/14/2021	\$12.00

**CITY OF GARDEN GROVE**  
**FEFM001 Warrant Register**  
**Check Dates Between Apr 8, 2021 and Apr 14, 2021**

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00670555	V00655	C WELLS PIPELINE MATERIALS, INC	04/14/2021	\$174.00
00670557	V01293	CALIFORNIA BUILDING STANDARDS COMMISSION	04/14/2021	\$1,010.70
00670558	V01033	CALIFORNIA PARK & RECREATION SOCIETY	04/14/2021	\$145.00
00670559	V00175	CALIFORNIA YELLOW CAB	04/14/2021	\$2,062.00
00670560	V00660	CAMERON WELDING SUPPLY	04/14/2021	\$21.33
00670561	V00957	SOCORRO CAMINO	04/14/2021	\$27.00
00670562	V00423	CEMEX	04/14/2021	\$1,401.79
00670563	OTV001258	ISASH CHAM	04/14/2021	\$42.00
00670564	V00596	CLEANSTREET	04/14/2021	\$57,950.06
00670565	V00579	COASTLINE EQUIPMENT	04/14/2021	\$255.04
00670566	OTV001252	ELLEN COLE	04/14/2021	\$13.50
00670567	V00666	COMMUNITY VETERINARY HOSPITAL INC	04/14/2021	\$1,928.75
00670568	V00667	CONTINENTAL CONCRETE CUTTING	04/14/2021	\$3,084.00
00670569	V00513	CORELOGIC SOLUTIONS, LLC	04/14/2021	\$394.50
00670570	H1198	JACK CROCKETT	04/14/2021	\$4,550.00
00670571	V00578	DARTCO	04/14/2021	\$432.03
00670572	OTV001254	JONATHAN DE JESUS	04/14/2021	\$135.00
00670573	V02083	DEPARTMENT OF CONSERVATION	04/14/2021	\$3,089.77
00670574	V02200	DIANA LING CHEN	04/14/2021	\$17.00
00670575	V02699	DIMOND & SHANNON MORTUARY	04/14/2021	\$1,072.00
00670576	V01222	DIVISION OF THE STATE ARCHITECT	04/14/2021	\$1,862.00
00670577	V01107	ENTERPRISE SECURITY, INC	04/14/2021	\$455.00
00670578	V00682	EWING IRRIGATION PRODUCTS, INC	04/14/2021	\$466.50
00670579	V00233	FACTORY MOTOR PARTS CO BIN 139107	04/14/2021	\$401.68
00670580	V01196	FASTENAL INDUSTRIAL CONSTRUCTION SUPPLY	04/14/2021	\$419.60
00670581	OTV001257	HEIDI KRISTINA FIELDEN	04/14/2021	\$39.00
00670582	V00502	FIREMASTER	04/14/2021	\$1,240.49
00670583	V01379	FIVESTAR RUBBER STAMP ETC, INC	04/14/2021	\$124.58
00670584	V00399	FLEETPRIDE, INC	04/14/2021	\$844.32
00670585	V00685	FLOWERS BY CINA, INC	04/14/2021	\$159.46
00670586	V00143	FRYE SIGN CO	04/14/2021	\$826.57
00670587	V00140	GARDEN GROVE SECURED STORAGE	04/14/2021	\$250.00
00670588	V01318	GEORGE YARDLEY COMPANY	04/14/2021	\$819.05
00670589	V01746	GMU GEOTECHNICAL, INC	04/14/2021	\$12,923.50
00670590	V00701	GOLDEN OFFICE TRAILERS, INC	04/14/2021	\$1,828.20

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00670591	OTV001250	GRBCON	04/14/2021	\$2,423.91
00670592	OTV001152	HA THANH TA	04/14/2021	\$32.00
00670593	V00708	HARBOR POINTE A/C & CONTROL SYSTEMS, INC	04/14/2021	\$580.00
00670594	OTV001256	PIERRE HASELL	04/14/2021	\$210.00
00670596	V00711	HILL'S BROS LOCK & SAFE, INC	04/14/2021	\$210.78
00670597	V00712	HINDERLITER, DE LLAMAS & ASSOCIATES	04/14/2021	\$13,561.73
00670598	V02308	HIRSCH PIPE & SUPPLY CO. INC	04/14/2021	\$2,534.86
00670599	V02447	HUMAN OPTIONS	04/14/2021	\$4,602.26
00670600	V00531	IRV SEAVER MOTORCYCLES	04/14/2021	\$259,391.78
00670601	OTV001154	JOHN PAUL ZEMPOALTECA	04/14/2021	\$30.00
00670602	OTV001255	JRM BUILDER	04/14/2021	\$1,000.00
00670603	V02107	KARI PHUONG NGUYEN	04/14/2021	\$20.00
00670604	OTV001253	BENJAMIN BINH KHONG	04/14/2021	\$1,000.00
00670605	H00045	CHRISTINE M LAM	04/14/2021	\$2,094.00
00670606	V02579	LAND FORMS LANDSCAPE CONSTRUCTION INC	04/14/2021	\$38,617.50
00670607	V00838	QUAN H LE	04/14/2021	\$11.00
00670608	V02522	CRYSTAL MAI	04/14/2021	\$13.00
00670609	V00900	NGOC HA THI MAI	04/14/2021	\$17.00
00670610	V02408	MOORE IACOFANO GOLTSMAN, INC	04/14/2021	\$15,685.75
00670611	V00217	MOTOROLA SOLUTIONS, INC	04/14/2021	\$181,923.38
00670612	V00141	MWB COPY PRODUCTS, INC	04/14/2021	\$8,816.44
00670613	V01131	NATURE'S GROWERS NURSERY	04/14/2021	\$56.57
00670614	V02563	NELSON CHAVEZ CONSTRUCTION INC	04/14/2021	\$14,098.61
00670615	V01987	AMY TU UYEN NGUYEN	04/14/2021	\$29.00
00670616	V02035	JULIE NGUYEN	04/14/2021	\$23.00
00670617	OTV001246	XUAN NGUYEN	04/14/2021	\$1,000.00
00670618	V00741	NIAGARA PLUMBING	04/14/2021	\$676.41
00670619	OTV001216	NRI PORTFOLIOS, LLC	04/14/2021	\$1,000.00
00670620	V00459	O'REILLY AUTO PARTS	04/14/2021	\$96.71
00670621	V00209	WHJ OCN,IND	04/14/2021	\$830.00
00670622	V00371	OFFICE DEPOT, INC	04/14/2021	\$2,585.31
00670623	V01422	ORANGE COUNTY CLERK-RECORDER'S OFFICE	04/14/2021	\$50.00
00670624	V00559	ORANGE COUNTY EMERGENCY PET CLINIC	04/14/2021	\$6,700.00
00670626	V00775	ORANGE COUNTY REGISTER	04/14/2021	\$506.84
00670627	V01649	ORANGE COUNTY TRANSIT AUTHORITY	04/14/2021	\$2,782.78

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00670628	V00164	PACIFIC MEDICAL CLINIC	04/14/2021	\$785.00	
00670629	V02669	NANCY PHAM	04/14/2021	\$27.00	
00670630	OTV001242	PHO HONG LONG LLC	04/14/2021	\$1,500.00	
00670631	V02671	MELISSA PONCE	04/14/2021	\$102.00	
00670632	V00766	POOL WATER PRODUCTS	04/14/2021	\$900.26	
00670633	V00767	POSTMASTER	04/14/2021	\$7,975.00	
00670634	OTV001247	JOSE L RAMIREZ	04/14/2021	\$1,000.00	
00670635	OTV001259	MARIA D RAMOS RODRIGUEZ	04/14/2021	\$69.00	
00670636	V00774	REFRIGERATION SUPPLIES DISTRIBUTOR	04/14/2021	\$102.54	
00670637	OTV001251	VICTOR D ROA ALARCON	04/14/2021	\$73.00	
00670638	V02343	ROSE THU TRAN	04/14/2021	\$18.00	
00670639	V00525	RYAN HERCO PRODUCTS CORP	04/14/2021	\$250.29	
00670640	V00120	SIEMENS MOBILITY, INC	04/14/2021	\$337.15	
00670641	V02159	SIR SPEEDY PRINTING	04/14/2021	\$865.86	
00670642	V01415	SOCAL AUTO & TRUCK PARTS INC	04/14/2021	\$22.50	
00670643	V00367	SOUTHERN COMPUTER WAREHOUSE	04/14/2021	\$120.39	
00670644	V00160	SOUTHERN COUNTIES OIL COMPANY	04/14/2021	\$79,277.93	
00670645	V02166	SULZER ELECTRO-MECHANICAL SERVICES (US)	04/14/2021	\$1,040.00	
00670646	V01389	THE HOME DEPOT PRO	04/14/2021	\$605.47	
00670647	V01942	TONY KIEU TRAN	04/14/2021	\$14.00	
00670648	V01975	DOMINGA TURNER	04/14/2021	\$25.00	
00670649	OTV001155	TUYET HONG THI NGUYEN	04/14/2021	\$59.00	
00670650	V00812	UNIFIRST CORP	04/14/2021	\$2,877.17	
00670651	V02358	UNIVERSAL WASTE SYSTEMS	04/14/2021	\$3,570.82	
00670652	V01991	THIEP CHI UONG	04/14/2021	\$20.00	
00670653	V00527	WALTERS WHOLESALE ELECTRIC	04/14/2021	\$692.26	
00670654	V00824	WAXIE SANITARY SUPPLY	04/14/2021	\$2,386.32	
00670655	V00828	WEST COAST SAND & GRAVEL	04/14/2021	\$593.46	
00670656	V00455	CA DEPARTMENT OF TAX AND FEE ADMINISTRATION	04/14/2021	\$1,044.00	
00670657	V00503	HF&H CONSULTANTS, LLC	04/14/2021	\$5,675.50	
			<b>EFT:</b>	<b>7</b>	<b>\$54,977.98</b>
			<b>Check:</b>	<b>128</b>	<b>\$3,304,320.74</b>
			<b>Total:</b>	<b>135</b>	<b>\$3,359,298.72</b>



City of Garden Grove  
Certificate of Warrants  
Register Dates:  
04/21/2021

This is to certify the demands covered by Wire numbers 00000485 through 00000493, and EFT numbers 00009853 through 00009864, and check numbers 00670658 through 00670801 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: Check numbers 670680 and 670724 is voided.

A handwritten signature in blue ink, appearing to read 'Patricia Song'. The signature is written in a cursive, flowing style.

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Finance Director  
Patricia Song

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**AP - Checking Account**

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00000485	V00789	SO CALIF EDISON CO	04/21/2021	\$106,848.76
00000486	V00789	SO CALIF EDISON CO	04/21/2021	\$89,043.05
00000487	V00789	SO CALIF EDISON CO	04/21/2021	\$158.22
00000488	V00789	SO CALIF EDISON CO	04/21/2021	\$1,914.60
00000489	V00792	SO CALIF GAS CO	04/21/2021	\$19,302.00
00000490	V00819	VERIZON WIRELESS-LA	04/21/2021	\$12,738.04
00000491	V02152	EXPERT PAY CHILD SUPPO	04/21/2021	\$3,081.52
00000492	V02091	MARYLAND CHILD SUPPORT	04/21/2021	\$343.38
00000493	V02089	SHANNON WAINWRIGHT	04/21/2021	\$553.85
00009853	V01479	AMAZON WEB SERVICES, INC	04/21/2021	\$2,433.44
00009854	V00523	BPS SUPPLY GROUP	04/21/2021	\$53.49
00009855	V00657	CALIF FORENSIC PHLEBOTOMY, INC	04/21/2021	\$2,568.00
00009856	V01362	DAVEY RESOURCE GROUP, INC	04/21/2021	\$9,820.00
00009857	V00218	GRAINGER	04/21/2021	\$1,287.47
00009858	V00740	NEW PIG CORP	04/21/2021	\$284.28
00009859	V00136	ORANGE COUNTY WELDING, INC	04/21/2021	\$4,405.00
00009860	V00425	PETDATA	04/21/2021	\$2,228.10
00009861	V00462	PRO-FORCE MARKETING, INC	04/21/2021	\$1,580.43
00009862	V00230	SCHAFFER CONSULTING, INC	04/21/2021	\$5,587.50
00009863	V00250	SIMPSON CHEVROLET OF GG	04/21/2021	\$45.65
00009864	V00520	WESTERN EXTERMINATOR	04/21/2021	\$334.50
00670658	V01263	A1 INTERNATIONAL TV, INC	04/21/2021	\$150.00
00670659	V00280	ACA COMPLIANCE SERVICES, INC	04/21/2021	\$1,100.25
00670660	OTV001288	ACER FIRE PROTECTION	04/21/2021	\$2,452.55
00670661	V01122	ADVANCED CAR CARE, INC	04/21/2021	\$429.34
00670662	V00573	ALAN'S LAWN AND GARDEN CENTER, INC	04/21/2021	\$86.14
00670663	V00589	ALHAMBRA FOUNDRY CO, LTD	04/21/2021	\$1,482.91
00670664	V00468	ANAHEIM REGIONAL MEDICAL CENTER	04/21/2021	\$850.00
00670665	V00479	ANDRES MEDINA MOBILE WASH	04/21/2021	\$1,997.50
00670666	V02328	APPLEONE EMPLOYMENT SERVICES	04/21/2021	\$1,624.32
00670667	V00422	ARC DOCUMENT SOLUTIONS, LLC	04/21/2021	\$412.36
00670668	OTV001265	BENJAMIN LE BAO	04/21/2021	\$5,029.00
00670669	V00646	BENDRITE SHEET METAL, INC	04/21/2021	\$368.51
00670670	V00162	BIG RON'S AUTO BODY & PAINT, INC	04/21/2021	\$1,361.39

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00670671	V01514	BUREAU VERITAS TECHNICAL ASSESSMENTS, LLC	04/21/2021	\$7,500.00
00670672	V01494	C G LANDSCAPE, INC	04/21/2021	\$2,774.42
00670673	V00411	CALIFORNIA FUELS & LUBRICANTS	04/21/2021	\$135,392.00
00670674	V00660	CAMERON WELDING SUPPLY	04/21/2021	\$42.66
00670675	V01667	CAPPELLO JANITORIAL SUPPLIES, INC	04/21/2021	\$398.51
00670676	V00554	CARL WARREN & CO	04/21/2021	\$13,225.00
00670677	V00423	CEMEX	04/21/2021	\$2,190.66
00670678	V02663	STEPHEN ALLEN CHAUNCEY	04/21/2021	\$140.00
00670679	V00534	CHEM PRO LABORATORY, INC	04/21/2021	\$380.00
00670681	V00543	COMLOCK SECURITY GROUP	04/21/2021	\$210.50
00670682	V00666	COMMUNITY VETERINARY HOSPITAL INC	04/21/2021	\$186.75
00670683	V00667	CONTINENTAL CONCRETE CUTTING	04/21/2021	\$2,388.00
00670684	V00188	CONVENIENT BOARD UPS	04/21/2021	\$280.00
00670685	V02691	COUNTY OF LOS ANGELES	04/21/2021	\$1,455.00
00670686	V01134	COUNTY OF ORANGE TREAS REV RECOVERY-A/R UNIT	04/21/2021	\$37,339.00
00670687	V02139	CRAINCO, INC	04/21/2021	\$312.50
00670688	V00481	DATA TICKET, INC	04/21/2021	\$194.65
00670689	OTV001285	DC REAL ESTATE AND MORTGAGE GROUP	04/21/2021	\$1,000.00
00670690	V02083	DEPARTMENT OF CONSERVATION	04/21/2021	\$3,089.77
00670691	V02095	DO BUILDER & DESIGN INC	04/21/2021	\$4,029.00
00670692	OTV001260	ABBOTT BENJAMIN DREW	04/21/2021	\$4,029.00
00670693	OTV001275	NGHIA DUONG	04/21/2021	\$4,029.00
00670694	V02321	ELECNOR BELCO ELECTRIC, INC.	04/21/2021	\$254,790.00
00670695	OTV001157	ESSENTIAL DESIGN INNOVATOR INC	04/21/2021	\$4,029.00
00670696	V00682	EWING IRRIGATION PRODUCTS, INC	04/21/2021	\$731.07
00670697	V00233	FACTORY MOTOR PARTS CO BIN 139107	04/21/2021	\$1,660.39
00670698	V01196	FASTENAL INDUSTRIAL CONSTRUCTION SUPPLY	04/21/2021	\$121.27
00670699	V00829	FERGUSON ENTERPRISES, INC 1350	04/21/2021	\$5,403.86
00670700	V00658	FRANCHISE TAX BOARD	04/21/2021	\$441.40
00670701	V00054	GALLS LLC	04/21/2021	\$4,543.41
00670702	V00700	GOLDEN BELL PRODUCTS, INC	04/21/2021	\$3,549.60
00670703	OTV001290	RAFAEL GONZALEZ	04/21/2021	\$50.00
00670704	V00702	GRAFFITI PROTECTIVE COATINGS, INC	04/21/2021	\$14,293.33
00670705	V01039	GRAPHIC CONTROLS, LLC	04/21/2021	\$1,321.31

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00670706	V01050	HANDY HOSE SERVICES ADVANTAGE HOSE SERVICES, LLC	04/21/2021	\$937.78
00670707	V00544	HARRINGTON INDUSTRIAL PLASTICS, LLC	04/21/2021	\$1,432.06
00670708	V00712	HINDERLITER, DE LLAMAS & ASSOCIATES	04/21/2021	\$6,361.69
00670709	OTV001271	JACK HINH	04/21/2021	\$4,029.00
00670710	V00034	HOME DEPOT CREDIT SERVICES	04/21/2021	\$5,449.63
00670711	OTV001287	ALEXIA INIGUES	04/21/2021	\$1,000.00
00670712	V01093	INTERNAL REVENUE SERVICE	04/21/2021	\$51.50
00670713	V00717	J & M SERVICE, INC	04/21/2021	\$622.58
00670714	OTV001286	MARIBEL JIMENEZ	04/21/2021	\$81.00
00670715	OTV001272	JRM CONSTRUCTION	04/21/2021	\$3,589.00
00670716	OTV001289	PADDY KAKIHARA	04/21/2021	\$50.00
00670717	V00721	KELLY PAPER	04/21/2021	\$1,324.35
00670718	OTV001278	THANH KHA	04/21/2021	\$4,029.00
00670719	V02654	KIM DIAMOND, LLC	04/21/2021	\$4,029.00
00670720	V00725	KNORR SYSTEMS, INC	04/21/2021	\$363.40
00670721	V00555	LIFECOM, INC	04/21/2021	\$555.82
00670722	OTV001270	HUY L. LU	04/21/2021	\$4,029.00
00670723	V00634	MAYFLOWER DISTRIBUTING CO	04/21/2021	\$77.30
00670725	V00420	MIKE RAAHAUGES SHOOTING ENTERPRISES	04/21/2021	\$562.00
00670726	V00492	MIWALL CORPORATION	04/21/2021	\$1,658.63
00670727	V00365	MOMAR INC	04/21/2021	\$1,681.25
00670728	V02408	MOORE IACOFANO GOLTSMAN, INC	04/21/2021	\$33,207.40
00670729	V00557	NATIONAL CONSTRUCTION RENTALS	04/21/2021	\$101.83
00670730	V01280	NATIONAL CREDIT REPORTING	04/21/2021	\$55.80
00670731	OTV001262	ANN MAI NGUYEN	04/21/2021	\$4,029.00
00670732	OTV001268	HAO NGUYEN	04/21/2021	\$3,727.00
00670733	OTV001269	HINH NGUYEN	04/21/2021	\$4,029.00
00670734	OTV001281	MINH NGUYEN	04/21/2021	\$4,029.00
00670735	OTV001277	PHAT NGUYEN	04/21/2021	\$4,974.00
00670736	OTV000694	TAM T NGUYEN	04/21/2021	\$3,727.00
00670737	V00741	NIAGARA PLUMBING	04/21/2021	\$72.75
00670738	OTV001264	DANH NINH	04/21/2021	\$3,717.00
00670739	OTV001216	NRI PORTFOLIOS, LLC	04/21/2021	\$8,058.00

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00670740	V00209	WHJ OCN,IND	04/21/2021	\$845.00
00670741	V00563	ORANGE COUNTY STRIPING SERV	04/21/2021	\$26,495.37
00670742	V01649	ORANGE COUNTY TRANSIT AUTHORITY	04/21/2021	\$3,035.76
00670743	V00480	PACIFIC COAST BOLT CORP	04/21/2021	\$511.13
00670744	V00598	PARKWOOD LANDSCAPE MAINTENANCE, INC	04/21/2021	\$53,333.60
00670745	V00760	PETTY CASH-COMMUNITY SERV	04/21/2021	\$561.99
00670746	V01592	PREMIERE PACKAGING INDUSTRIES	04/21/2021	\$436.58
00670747	V00045	PRIMARY &MULTI-SPECIALTY CLINICS OF ANAHEIM	04/21/2021	\$1,170.00
00670748	V00744	R J NOBLE COMPANY	04/21/2021	\$10,117.97
00670749	V02618	R3 CONSULTING GROUP	04/21/2021	\$7,517.50
00670750	V00774	REFRIGERATION SUPPLIES DISTRIBUTOR	04/21/2021	\$816.43
00670751	V00163	RETAIL MARKETING SERVICES INC	04/21/2021	\$2,083.00
00670752	V00015	RICHARD FISHER ASSOCIATES	04/21/2021	\$1,002.50
00670753	V00777	RIVERSIDE COUNTY SHERIFF'S DEPT	04/21/2021	\$269.00
00670754	OTV001279	TIMOTHY ROIG	04/21/2021	\$4,029.00
00670755	V00778	ROSEBURROUGH TOOL, INC	04/21/2021	\$356.19
00670756	V00155	RPW SERVICES, INC	04/21/2021	\$1,725.00
00670757	V00779	S C YAMAMOTO, INC	04/21/2021	\$372.00
00670758	V00592	SAXE-CLIFFORD, PH D, SUSAN	04/21/2021	\$900.00
00670759	V00222	SCP DISTRIBUTORS, LLC	04/21/2021	\$45.00
00670760	V01612	SENFTEEN INC	04/21/2021	\$350.00
00670761	V00120	SIEMENS MOBILITY, INC	04/21/2021	\$175.27
00670762	V00225	SITEONE LANDSCAPE SUPPLY HLDING	04/21/2021	\$1,000.20
00670763	V00007	SLA - SAN LUIS AVIATION, INC	04/21/2021	\$700.44
00670764	V02705	SNAP-ON CREDIT	04/21/2021	\$146.00
00670765	V01415	SOCAL AUTO & TRUCK PARTS INC	04/21/2021	\$371.44
00670766	V00788	SOUTH COAST AQMD	04/21/2021	\$143.22
00670767	V00788	SOUTH COAST AQMD	04/21/2021	\$421.02
00670768	V00213	STATE INDUSTRIAL PRODUCTS	04/21/2021	\$2,363.01
00670769	V01616	STERICYCLE, INC	04/21/2021	\$338.13
00670770	OTV001283	AHMED SEBERT SYLVIA	04/21/2021	\$53.00
00670771	V01620	T&B PLANNING, INC	04/21/2021	\$9,180.45
00670772	OTV001263	ANTHONY TANG	04/21/2021	\$4,029.00
00670773	V00568	TEAM OF ADVOCATES FOR SPECIAL KIDS	04/21/2021	\$868.63
00670774	V02230	THANH NGUYEN	04/21/2021	\$4,029.00

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00670775	V00528	THE ORANGE COUNTY HUMANE SOCIETY	04/21/2021	\$48,333.32	
00670776	V00804	THOMSON REUTERS- WEST	04/21/2021	\$4,221.62	
00670777	V01206	TOPAZ ALARM CORP	04/21/2021	\$60.00	
00670778	OTV001273	LARRY TRAN	04/21/2021	\$4,029.00	
00670779	OTV001276	LEON TRAN	04/21/2021	\$3,727.00	
00670780	OTV001284	THI ANH LE TRAN	04/21/2021	\$1,000.00	
00670781	V01123	TRANSAMERICA EMPLOYEE BENEFITS	04/21/2021	\$4,122.62	
00670782	V00807	TRENCH PLATE RENTAL CO,INC	04/21/2021	\$515.69	
00670783	V02155	TRI-TECH FORENSIC, INC	04/21/2021	\$127.92	
00670784	V00808	TRUCK & AUTO SUPPLY, INC	04/21/2021	\$1,440.57	
00670785	OTV001266	DAVID TRUONG	04/21/2021	\$4,029.00	
00670786	OTV001261	ANDY TRAN TRUST	04/21/2021	\$4,029.00	
00670787	V00591	U S ARMOR CORP	04/21/2021	\$4,361.43	
00670788	V00816	U S POSTAL SERVICE (HASLER)	04/21/2021	\$20,000.00	
00670789	V00812	UNIFIRST CORP	04/21/2021	\$1,949.84	
00670790	V00814	UNITED PARCEL SERVICE	04/21/2021	\$66.34	
00670791	V01613	USA SHADE & FABRIC STRUCTURES	04/21/2021	\$16,742.98	
00670792	OTV001274	MAI UYEN	04/21/2021	\$4,029.00	
00670793	OTV001267	HAI VU	04/21/2021	\$4,029.00	
00670794	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	04/21/2021	\$1,456.59	
00670795	V00823	WATERLINE TECHNOLOGIES, INC	04/21/2021	\$1,339.20	
00670796	V00826	WEST COAST ARBORISTS, INC	04/21/2021	\$96,159.50	
00670797	V01469	WEST YOST ASSOCIATES	04/21/2021	\$102,651.80	
00670798	V00112	WM OF SOUTHERN CALIFORNIA	04/21/2021	\$980.00	
00670799	V00582	WOODRUFF, SPRADLIN & SMART, A PROFESSIONAL CORP	04/21/2021	\$91,563.51	
00670800	V00039	XEROX CORPORATION	04/21/2021	\$5,785.20	
00670801	V00115	YORBA LINDA FEED STORE, INC	04/21/2021	\$59.24	
			<b>EFT:</b>	<b>12</b>	<b>\$30,627.86</b>
			<b>Check:</b>	<b>151</b>	<b>\$1,441,091.72</b>
			<b>Total:</b>	<b>163</b>	<b>\$1,471,719.58</b>



service providers to develop and deploy a mobile mental health program. In April 2021, the selection of Be Well OC (Mind OC) was approved by Huntington Beach to launch a one-year pilot program. Details of the mobile crisis services designed into the Huntington Beach Pilot Program were modeled after a very successful program based in Eugene, Oregon called Crisis Assistance Helping Out On The Streets or CAHOOTS in which teams of mental health workers and case managers respond to non-violent calls for service.

Since the April 27 City Council meeting, staff has expedited discussions with the City of Huntington Beach to expand deployment of a comprehensive approach to address certain mental health calls for service. Staff has further discussed our desired scope of services with Be Well OC. The City Manager, Asst. City Manager, Police Chief, and Asst. Police Chief have visited and toured the Be Well OC facility in the City of Orange. Staff reviewed the proposals submitted to the City of Huntington Beach through their RFQ process and concurs with their determination to select Be Well OC (Mind OC) as the preferred service provider for the deployment of a mobile mental health unit in Garden Grove based on the following factors:

1. Experience and qualifications of the overall Project Team led by CEO Marshall Moncrief;
2. Demonstrated ability to implement a coordinated, holistic approach to address mental illness;
3. Knowledge and success of navigating through Orange County's mental health care options;
4. Comprehension of how to deploy a mobile mental health unit;
5. Proximity and accessibility to the Be Well OC facility in Orange; and,
6. Ability to scale and leverage costs with partner agencies such as Huntington Beach and other Orange County cities.

It is anticipated the Mobile Crisis Response Team program would be an 18-month pilot program. This incorporates a ramp-up period of 6-months with GGPD, followed by a full 12-month implementation period. The Mobile Crisis Response Team would operate 7-days per week from 8:00am to 1:00am (or up to 18 hours), with one (1) City dedicated mobile van, and staffed with two (2) mental health experts. The estimated cost to undertake this pilot program is \$1.3 million for 18-months.

#### FINANCIAL IMPACT

The \$1.3 million contract will be funded with \$750,000 from CDBG-CARES Act3 (CDBG-CV3) allocations, \$150,000 from Low Moderate Income Housing Asset Fund (LMIHAF), and \$400,000 from the General Fund. Funds will be appropriated accordingly in the upcoming FY 2021-22 budget.

#### RECOMMENDATION

It is recommended that the City Council:

- Approve a Professional Services Agreement with Be Well OC (Mind OC) substantially in the form presented for an amount not to exceed \$1.3 million to implement a Mobile Crisis Response Team pilot program; and

- Authorize the City Manager to sign the Agreement, and make minor modifications as appropriate on behalf of the City Council.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Professional Services Agreement with Be Well OC (MIND OC)	5/18/2021	Agreement	AGREEMENT_WITH_MIND_OC-PILOT_MOBILE_CRISIS_RESPONSE_PROGRAM_(FINAL).pdf
Attachment A (Be Well OC Scope of Work/Proposal)	5/19/2021	Backup Material	Attachment_A_-_Be_Well_Mobile_Crisis_Team_Proposal_(Final).pdf

# PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this 25<sup>th</sup> day of May 2021 by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **MIND OC**, a California nonprofit corporation, hereinafter referred to as "CONTRACTOR".

## RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove City Council approval on May 25, 2021.
2. CITY desires to utilize the services of CONTRACTOR to design, develop, and deploy a Mobile Crisis Response Program 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 from May \_\_\_\_, 2021 through December 31, 2022, unless sooner terminated as provided herein. 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 CONTRACTOR's proposal which is attached as Attachment "A" and is hereby incorporated by reference. CONTRACTOR is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal attached as Attachment "A". 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 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of **One Million Three Hundred Thousand Dollars** (\$1.3 million), payable in arrears and in accordance with proposal in Attachment A.
  - 3.2 **PAYMENT.** For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).

- 3.3 **Records of Expenses.** CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement for a minimum of five years. These records will be made available at reasonable times to CITY.
- 3.4 **Termination.** CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of Paragraph 3 would apply to that portion of the work completed.

**4. Insurance requirements.**

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

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, its officers, officials,

employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

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

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

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

5. **Non-Liability of Officials and Employees of the City.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount, which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.**
  - 8.1 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.

- 8.2 Compliance with Federal Requirements. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR agrees to comply with all applicable federal laws, regulations, and policies governing the funds provided under this Agreement. During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal laws and regulations, including, including, but not limited to, the following: Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. 7501-7507); CONTRACTOR is subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when CONTRACTOR spends \$750,000 or more in federal awards during their fiscal year; Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls; Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding CONTRACTOR monitoring and management; Fund payments are subject to Subpart F regarding audit requirements. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, 2 C.F.R. 200.501(a), and 2 C.F.R. Part 200 Subpart F. With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.
- 8.3 Program Fraud & False or Fraudulent Statements or Related Acts. CONTRACTOR and any subcontractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Subrecipient and any subcontractors pertaining to any matter resulting from a contract.
- 8.4 Debarment / Suspension and Voluntary Exclusion. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties

declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov).

- 8.5 Access to Records. As required by 2 C.F.R. 200.331(a)(5), CITY, or any duly authorized representative of CITY, shall have the right of access to any records, documents, financial statements, papers, or other records of CONTRACTOR that are pertinent to this Agreement, in order to comply with any audits pertaining to funds allocated to CONTRACTOR under this Agreement. The right of access also includes timely and reasonable access to CONTRACTOR's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period, but lasts as long as the records are retained.
- 8.6 Internal Controls. CONTRACTOR must comply with 2 C.F.R. 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement and provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.
- 8.7 Personally Identifiable Information. CONTRACTOR must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information designated as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.
- 8.8 Hatch Act. CONTRACTOR must comply with provisions of the Hatch Act of 1939 (Chapter 15 of Title V of the U.S.C.) limiting the political activities of public employees, as it relates to the programs funded.
- 8.9 Conflicts of Interest. CONTRACTOR shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
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)   | Mind OC<br>Attention: Marshall Moncrief, MFT, MBA<br>18650 MacArthur Blvd., Suite 220<br>Irvine, CA 92612 |
| b. | (Address of City)<br>City of Garden Grove<br>11222 Acacia Parkway<br>Garden Grove, CA 92840<br>Attention: City Manager | (with a copy to):<br>Garden Grove City Attorney<br>11222 Acacia Parkway<br>Garden Grove, CA 92840         |

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

16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR's agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR's responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

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

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

\\ \\ \\

(Agreement Signature Block on Next Page)

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

CITY OF GARDEN GROVE

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Scott C. Stiles  
City Manager

ATTEST:

By: \_\_\_\_\_  
Teresa Pomeroy  
City Clerk

MIND OC

Date: \_\_\_\_\_

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

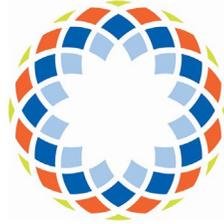
By: \_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

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.

ATTACHMENT "A"  
CONTRACTOR'S PROPOSAL



**Be Well**  
ORANGE COUNTY



**Be Well Orange County  
Proposal for Mobile Crisis Response Team  
May 18, 2021**



**Be Well**  
ORANGE COUNTY

May 18, 2021

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

**RE: Be Well OC Proposal for Mobile Crisis Response Team**

To Whom It May Concern:

Be Well OC is honored to provide this proposal to partner with the City of Garden Grove and to support the courageous work of the Garden Grove Police Department. Be Well OC is uniquely positioned to unify the efforts of local hospitals, medical clinics, homeless service providers, and other community stakeholders to quickly activate a successful, scalable, outcomes-driven Mobile Crisis Response Team. I am personally honored to submit this proposal. We are grateful for the City's vision and bold leadership.

Be Well OC (Be Well) has created a coalition of hundreds of organizations across Orange County, representing multiple sectors of the community, including County and private health systems, law enforcement, fire and emergency services, schools and major universities, private business, and the faith community. Through the collective power of this collaboration, Be Well has developed many innovative services and systems. Be Well has also adopted successful models of care from around the country, particularly in the area of mobile crisis response.

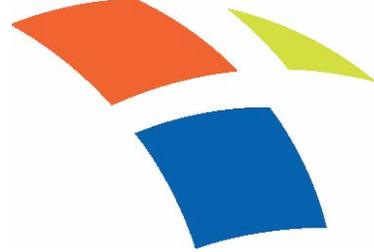
Leveraging the nationally-recognized CAHOOTS crisis response model for Garden Grove, and in tandem with a similar effort in Garden Grove, Be Well can improve outcomes and community satisfaction, lower overall costs to the community, and relieve law enforcement from time-consuming distractions that hinder their intended function. The CAHOOTS model was developed around a 2-person mobile team, comprised of an EMT and Crisis Counselor, to provide 24/7 community-based assessment and stabilization of urgent medical need or psychological crisis, along with information and referral, transportation to services, and with the option of additional case management and follow-up support.

Combining the demonstrable success of CAHOOTS with Be Well's expertise in designing, developing, and implementing transformative systems and services for the community, will ensure Garden Grove the best possible foundation for creating a highly effective mobile crisis response system for the community.

We are excited at the potential to support the City with the development and implementation of this proven crisis response model. Again, on behalf of many, thank you for your vision, leadership, and commitment to the health and wellbeing of our community. If you have any questions about our response, please do not hesitate to contact me.

Sincerely,

Marshall Moncrief, MFT, MBA  
CEO, Be Well OC  
949-400-4157



## Executive Summary

CAHOOTS (Crisis Assistance Helping Out on the Streets) is a mobile crisis-intervention program created in 1989 as a collaboration between the City of Eugene in Oregon, law enforcement, emergency medical services (EMS), and a local non-profit mental health clinic. The model was designed to support law enforcement, EMS, and the community with a clinically effective and cost-effective response to mental illness, substance abuse, and homelessness. The program—which now responds to more than 65 calls per day in the cities of Eugene and Springfield, OR—has more than quadrupled in size during the past decade due to increased societal needs and the demonstrable effectiveness of the program. Today, the CAHOOTS model is being replicated in numerous cities around the country, including Denver, Oakland, Olympia, Portland, Rochester, and others.

The CAHOOTS model is an integrated public healthcare model made available for a broad range of problems, including mental health crises, intoxication, minor medical needs, shelter needs, and more. Traditionally, calls for help in these areas would default to police and EMS. In this model, requests for service are made through non-emergency and 911 call lines. As calls are received, dispatchers triage the situation and deploy the CAHOOTS team instead of police or EMS. The model succeeds in supporting first responders and the community by utilizing a team of two specialists with complimentary mental health and medical training. The mental health team member is an experienced crisis counselor skilled in de-escalation techniques, supported by a medic who is trained as either an EMT or a nurse. For example, if an individual is feeling suicidal and has cut themselves, the situation is both medical and psychiatric. These patients are usually seeking help, and the CAHOOTS model is designed to address both the emotional, physical, and social well-being of the patient while alleviating the need for police and EMS involvement. As needed, the team can transport patients to facilities such as a crisis center, detox center, medical clinic, shelter, etc.

**Based on Garden Grove data, a fully operational CAHOOTS model would divert 14,500 calls annually.**

This model does not duplicate services. In addition to supporting police, fire and EMS, the model also works as a complement to the County’s Centralize Assessment Team (CAT). The CAT team will be deployed when a situation requires an involuntary hold and transport. In this way, this model fills a major service gap found in most communities. It builds a bridge between medical treatment and those experiencing homelessness, who today rely solely on ambulances and emergency rooms for assistance. It builds a bridge between clinical care and families struggling with a mental health crisis, who today call police not knowing where else to turn. It provides a prompt, supportive partner to local community-based organizations any time day or night.

CAHOOTS has evolved over 31 years. Taking the lessons learned and adapting the model to the specific needs of Garden Grove, Be Well will develop and implement a service that supports the residents, first responders, healthcare workers, social service professionals and the entire community.

**Phone > Dispatch > Police, Fire, EMS or Mobile Crisis Response**





# Proposal: Garden Grove Mobile Crisis Response Team

## Summary Costs – One 18-hour Unit with Case Management Support

Annual Personnel Budget	1,043,460
Non Personnel Operational Costs	85,000
<b>Annual Costs</b>	<b>1,128,460</b>
One Time Start-Up Costs	178,000
<b>First Year Total Costs</b>	<b>1,306,460</b>

This budget depicts the necessary costs to staff and operate an 18-hour, 7 day/week mobile crisis team. Year one operations will reveal cost-sharing opportunities across partner cities.

### Detailed Costs - One 18-hour Unit with Case Management Support

Personnel Costs	FTE	Hourly Rate	Benefits (@25%)	Annual Total
Crisis Intervention Workers	3.5	30.00	54,600	273,000
Mobile Crisis Medics (EMT-B, AEMT, EMT-P, or RN)	3.5	30.00	54,600	273,000
Clinical Director (Licensed Clinician)* <i>(see notes below)</i>	1	60.00	31,200	156,000
Medic Supervisor (EMT-P or RN)* <i>(see notes below)</i>	1	45.00	23,400	117,000
Case Manager	1	25.00	13,000	65,000
Administrative Assistant/Data Input* <i>(see notes below)</i>	0.5	22.00	5,720	28,600
Medical Director* <i>(see notes below)</i>	N/A	N/A	N/A	36,000
<b>Annual Staffing Subtotal</b>	<b>10.5</b>		<b>182,520</b>	<b>948,600</b>
<i>Indirect on Staffing (@10%)</i>				<i>94,860</i>
<b>Annual Staffing Total</b>				<b>1,043,460</b>
<b>Non Personnel Operational Costs</b>				<b>Annual Total</b>
Office Space				-
Phones, Emails, etc.				-
Misc. Costs (Medical and Office Supplies, Uniforms, CE)				45,000
Van Insurance, Fuel*, Upkeep* <i>(see notes below)</i>				40,000
<b>Non Personnel Operational Costs Total</b>				<b>85,000</b>
<b>Ongoing Annual Total</b>				<b>1,128,460</b>
<b>One Time Start-Up Costs</b>				<b>Total</b>
Vans* <i>(see notes below)</i>				120,000
Medical Supplies				40,000
Uniforms, Computers, Phones				18,000
<b>One Time Start-Up Costs Total</b>				<b>178,000</b>

### NOTES Regarding Detailed Costs

- The city will own the van purchased through start-up costs identified above. Mind OC will fuel and maintain. Mind OC also has a back-up van available during routine maintenance and repair of the city-owned van. City-owned van returns to the city on termination of contract.
- Staff noted with asterisks are considered fixed expense. These costs can be shared with partner cities.



# Proposed Approach to Mobile Crisis Response Team in Garden Grove

## Understanding

Based on the information provided by the GGPD, there are approximately 14,500 calls for services (CFS) related to mental illness, substance use, and homeless services each year. GGPD report that these calls make up approximately 21% of total CFS. For comparison, in Eugene, Oregon, the police report that the CAHOOTS team had 16,000 CFS in 2019, diverting up to 10% of total CFS. Eugene serves as a useful analogue to Garden Grove given that it has a nearly identical population, albeit with a dramatically larger homeless population (2019 Point in Time Count for Eugene identified 2,165 individuals vs. 225 in Garden Grove).

Beyond the sheer number of calls, the needed response can be very time-consuming, hindering availability of first responders from more pressing, high-risk community needs. Reducing calls and the time spent on calls handled by emergency services will improve response times to community needs and optimize availability of law enforcement, EMS, and other front line community services. Additionally, the model saves fuel on non-emergency medical calls by sending a single van rather than an engine and medic unit. Data from the CAHOOTS team in Eugene has demonstrated the ability to divert ambulance rides, ER visits, and jail admissions saving the local community \$8.5 million annually.

The CAHOOTS model was originated in Oregon more than 30 years ago. It has grown in popularity based on growing societal need, low cost of the service, and high value return on investment. The model has produced better outcomes for vulnerable populations and has increased satisfaction among law enforcement, first responders and the community. The model has been extensively studied and reviewed in academic and industry-related journals, as well as popular media. Adapting this model to the unique needs of Garden Grove will help the City achieve enhanced outcomes and free up the Police Department's resources and capacity.

For more information on the CAHOOTS model, please see "CAHOOTS: A Model for Prehospital Mental Health Crisis Intervention" in the January 29, 2021 edition of Psychiatric Times, available at:

<https://www.psychiatrictimes.com/view/cahoots-model-prehospital-metal-health-crisis-intervention>

## Staffing Approach

Leadership of this team will use a co-manager model that leverages the complementary skill sets of a mental health clinician and medical professional. This model increases efficiency and capacity as compared to other community crisis models, and it positions the program management team to also respond to calls during regular business hours. For example, the leadership team would be positioned to assist the police with a barricaded, suicidal subject without interrupting the response time of the mobile crisis teams on duty.

Further, it is important that the demographics of the team reflect the community served. The city of Garden Grove has a proud history of being a multi-cultural, multi-lingual community. Every effort will be made to ensure the multidisciplinary roles of this team reflect representation of the Vietnamese, Korean, Latin X, and other important communities and stakeholder groups within Garden Grove.

Position	Role/Qualifications
Clinical Director	Licensed clinician (LCSW, LMFT, or LPC); responsible for general program management and supervision of crisis intervention workers. They will provide capacity building and support
Medic Supervisor	RN or EMT; responsible for equipment maintenance, medical supplies, medical staff coordination and oversight, including licensure monitoring, and monitoring van upkeep.
Medical Director	Under California law, EMTs must practice under the medical license of a physician. The costs for the medical director in the proposed budget will cover the expanded services of the Mind OC Chief Medical Officer to function in this critical leadership capacity.
EMT	EMT, AEMT, or EMT-P license required; performs medical evaluations and wound care, rules out physical health issues presenting as mental health, provides overdose intervention, and determines transportability based on physical symptoms.
Crisis Intervention Specialist	Must possess 2 years of relevant experience, education, or both; performs de-escalation, mediation, suicide assessment and intervention, referral, crisis counseling, and determines transportability based on mental health symptoms.
Case Management	Must possess relevant experience, education, or both; case management services would include helping clients attain proper identification, provide assistance in completing community program intake forms and/or applications for additional support services, post-crisis intervention contact to monitor and encourage adherence to follow-up care.

Mobile Crisis teams provide case management services core to the team’s daily functions, including referral and transport to services as a primary intervention. While on-going, individual case management is not typically included in the service, such extended individual support would improve individual outcomes, and increase overall value of the service. For that reason, the staffing model and budget proposed here includes staffing capacity for enhanced case management.

**This model aligns with and actualizes each of the criteria identified by the City:**

- Embedding the team into the City’s police response systems, with GGPD dispatch staff trained to triage, and when appropriate divert certain calls for service to the mobile crisis response team. Such calls are carefully screened to exclude those involving violence, weapons, threats and any other situation where the presence of a uniformed police officer would be needed.
- The mobile teams handle non-emergency calls due to mental illness, substance use, homelessness, and related medical conditions.
- Staff of experienced professionals (crisis intervention specialists and medical professionals) who specialize in the care and management of these frequently co-occurring challenges.



The Be Well OC mobile response team will implement a community care model that delivers the following:

- Specialized professional staff respond to community needs involving mental illness, substance use, homelessness, and/or related medical challenges. While people in need may at times be struggling with homelessness, the team services all residents.
- The service team functions as an essential support to the Police Department and emergency services, relieving first responders of the often time-intensive mental health and social service-related calls.
- Specialized response vehicles and transportation for individuals in need to appropriate care facilities, such as shelters, mental health crisis units, medical clinics, hospitals, etc.
- Determination of appropriate action plans specific to individual client needs, family and patient follow up care, as well as case management when indicated.
- Development of a data dashboard in collaboration with the city to ensure transparency and continuous quality improvement.

### Ramp Up Approach

Establishing 18 daily hours of mobile crisis response will require an appropriate scaling process. The nature of the calls in question requires skilled employees capable of managing a wide variety of difficult circumstances. Training these teams requires skilled program managers who can also do the work of responding to calls. A potential scaling-up process is as follows:

<b>Ramp Up Milestones for 18-month pilot</b>	<b>Timing</b>
<b>Contract signed</b>	Day 1
<b>Program Managers hired; vehicles ordered; regular meetings with GGPD and OCFA - GG</b>	Month 1
<b>Day shift employees hired; vehicle retrofit begins; GG specific policies and procedures developed</b>	Month 2
<b>Staff training begins; training of dispatch and patrol on how to utilize service</b>	Month 3
<b>Van retrofit completed; 7-day, 12 hours/day service begins</b>	Month 4
<b>Swing shift employees hired and begin training</b>	Months 5-6
<b>7-day, 18 hours/day service begins</b>	Month 7-18

We will draw on our community knowledge and expertise and work closely with the City and GGPD/FD to develop clear plans and protocols including, but not limited to:

- Multidisciplinary training
- Incoming calls, triage, and team deployment
- Community partner care coordination, with emphasis on GGPD and FD
- General Safety and security practices, with emphasis on high-risk response scenarios
- Documentation and data, with emphasis on transparency and continuous quality improvement

## Vehicle Guidelines

Preferred vehicle is a Ford Transit Extended Length with High Roof, or comparable. A spacious mobile environment optimizes the team's ability to respond to a variety of mental and medical needs. Increased space improves safety and outcomes.

Regardless of the make or model, vehicle modifications are needed to transition the vehicle's standard function to the specialized capabilities required for this essential, specialized service:

### Distinctive modifications listed from front and to back of unit:

- Recommend dual alternators and a 110v/400w outlet for enhanced electrical capability.
- Vinyl front seats for ease of cleaning.
- The Crew version comes with 3 seats in the back. These are removed to accommodate a single captain's chair used for trainees, observers, supervisors, etc.
- Cabinets are placed behind this single observation seat and before the dividing glass to the patient area. The cabinets and surrounding area of the vehicle store medical supply bags, AED, oxygen tanks, airway management equipment, fire extinguishers, food, blankets, tarps, and an array of needed tools and additional medical supplies.
- As shown above, there is a barrier between the cargo compartment and passenger cab. For patient safety and comfort, the vehicle requires replacement of this barrier with a metal-reinforced shatterproof-glass divider.
- The floor and walls of the patient compartment are covered by hard, smooth, durable plastic. The material is easily washable no seams for bodily fluids.
- Sharp edges are avoided and padding is added where appropriate.
- Interior door handles in the back patient transport area are removed.
- Interior and exterior lighting is enhanced.



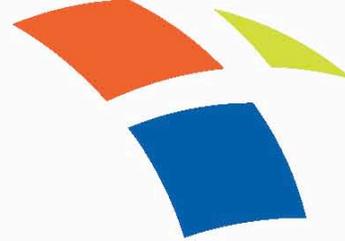


## Conclusion

The proven success of the CAHOOTS model combined with Be Well OC's expertise in designing, developing, and implementing transformative systems for the Orange County community offers Garden Grove the best possible foundation for creating a measurably successful mobile crisis response system.

We are excited at the potential to partner with the city of Garden Grove in support of law enforcement, emergency responders, and the community in the development and implementation of a nationally-recognized crisis response system with proven results.





Action  
Care  
Understanding  
Optimism  
Support  
Heart  
Connection  
Belonging

# Hope HAPPENS HERE.

Calm  
Comfort  
Peace  
Intention  
Trust  
Love  
Family



ORDINANCE NO. 2922

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AMENDING  
CHAPTER 11.32 OF TITLE 11 OF THE GARDEN GROVE MUNICIPAL CODE  
PERTAINING TO TREES ON PUBLIC PLACES

**City Attorney Summary**

***This Ordinance amends Chapter 11.32 (Trees) of Title 11 (Public Property) of the Garden Grove Municipal Code to help preserve, protect and promote the health, safety and general welfare of the public by providing for the regulation of trees located on public places.***

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Chapter 11.32 (Trees) of Title 11 (Public Property) of the Garden Grove Municipal Code is hereby amended in its entirety as stated in the revised Chapter 11.32 attached hereto and incorporated herein by reference.

SECTION 2: If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

SECTION 3: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

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

ATTEST:

\_\_\_\_\_ MAYOR

\_\_\_\_\_ DEPUTY CITY CLERK



CHAPTER 11.32 (TREES) OF TITLE 11 (PUBLIC PROPERTY) OF THE  
GARDEN GROVE MUNICIPAL CODE ATTACHED ON FOLLOWING PAGES

## **Chapter 11.32 TREES**

### **11.32.010 Purpose and Intent**

- A. It is the purpose of this chapter to preserve, protect and promote the health, safety and general welfare of the public by providing for the regulation of trees located on thoroughfares, parks and public areas owned or controlled by the City. These regulations also apply to new developments and alterations to previous developments on private property.
- B. It is the intent of this chapter to:
1. Preserve, maintain, and care for trees on public property.
  2. Regulate the planting, maintenance and removal of trees.
  3. Establish tree planting standards to ensure that newly planted trees thrive.
  4. Protect the community from personal injury and property damage caused or threatened by improper planting, pruning, maintenance or removal of trees.
  5. Emphasize the importance of trees and vegetation as both visual and physical buffers.
  6. Improve air quality by reducing air pollution and carbon dioxide levels in the atmosphere.
  7. Reduce the effects of heat, noise, and glare from traffic and lights.
  8. Provide and preserve shade and tree canopy to reduce ambient temperatures and heat island effects.
  9. Prevent soil erosion.

### **11.32.020 Definitions**

Words and phrases used in this chapter that are not specifically defined in this section shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application. The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Adjacent property owners” means the owners of property directly adjacent to the parcel on which the subject tree is located. If the tree is located on City-owned property or right-of-way owned in fee, the “adjacent property owners” include the owners of propert(ies) within ten (10) feet of the tree and the parcels adjacent thereto.

“Arborist” an individual who is a specialist in the care and maintenance of trees and is certified by the International Society of Arboriculture (ISA) or is a registered consulting arborist certified by the American Society of Consulting Arborists (ASCA) in good standing.

“City Manager” means the City Manager of the City or his/her designee.

“Park” includes all existing public parks and those to be developed in the future.

“Park Tree” includes all trees, shrubs and other woody vegetation growing in existing public parks and those to be developed in the future.

“Public places” includes all other areas owned by the City or to which the public has free access.

“Public thoroughfare” includes all land lying between property lines on either side of all City streets, alleys, and boulevards.

“Root protection zone” means, generally, 18 inches (18”) to 24 inches (24”) deep and a distance from the trunk of a tree equal to one-half its height or its drip line, whichever is greater.

### **11.32.020 City Jurisdiction and Authority**

- A. The City Manager shall have the jurisdiction, authority, control, supervision and direction over all trees planted or growing in the City, except where exempted in this chapter.
- B. The City Manager shall prepare and publish guidelines and specifications for tree planting, tree species selection, care, maintenance, removal and landscape design in a document entitled "Tree Ordinance Guidelines" for reference and use by property owners, developers, consultants and the general public in furtherance of the requirements and intent of this chapter. The Tree Ordinance Guidelines shall be reviewed periodically by the Planning Commission.
- C. The City Manager shall review all applications for permits for any planting, removal and/or trimming or cutting of trees subject to this chapter and shall have the authority to grant or deny permits and to attach reasonable conditions to the granting of a permit.

**11.32.030 Nuisance Abatement**

- A A tree, shrub, or part thereof shall be declared a nuisance, if one or more of the following conditions are met:
1. Interferes with the use of any public thoroughfare, park or public place.
  2. Is unsafe and constitutes a hazard to the life, health, safety, or property of the public.
  3. Constitutes a center of infection for disease or insects that may endanger the health and life of other trees or shrubs.
- B. In the event of a nuisance, the owner shall be notified in writing of the existence of such public nuisance and given reasonable time for its correction or removal. If not corrected or removed within the time allowed, the City Manager shall cause said nuisance to be corrected or removed, and initiate such procedures or court action as necessary to defray all cost resulting therefrom.

**11.32.040 Protection for Trees on Public Property**

- A. No person shall spray, fertilize, remove, destroy, cut, top, or otherwise severely prune, including the root system, or treat any tree or shrub having all or any portion of its trunk in or upon any public property without first obtaining a written permit from the City, and without complying strictly with the provisions of the permit, this chapter, and the "Tree Ordinance Guidelines."
- B. No person shall plant any tree or shrub on any public street right-of-way or public property without first obtaining a permit from the City and without complying strictly with the provisions of the permit, the provisions of this chapter and the "Tree Ordinance Guidelines."
- C No person shall damage, cut, or carve any tree or shrub having all or any portion of its trunk in or upon any public property; attach any object, including, but not limited to, rope, wire, nail, chain or sign to any such tree or shrub, or to the guard or stake intended for the protection of such tree.
- D. No person shall place, store, deposit, or maintain, upon the ground in any public street or public place, any compacted stone, cement, brick, sand or other materials which may impede or obstruct the free passage of air, water and fertilizer to the roots of any tree or shrub growing in any such street or public place without written authorization from the City.
- E. No person shall change the natural drainage; excavate any ditches, tunnels, or trenches; or lay any drive within the root protection zone of any tree

- having all or any portion of its trunk in or upon any public property without obtaining a permit from the City and without strictly complying with the provisions of the permit and provisions of this Chapter.
- F. No person shall perform, or contract with another to perform, excavation or construction work within the drip line of any tree having all or any portion of its trunk in or upon any public property without first obtaining a permit in accordance with this chapter.
  - G. No person shall place salt, oil, or any other substance injurious to plant growth upon any public thoroughfare, park, or public place in such manner as to injure any tree or shrub growing thereon.
  - H. No person shall build any fire or station any engine in any public place in such a manner that the heat, vapors, or fumes therefrom may injure the trees or shrubs growing thereon.
  - I. No person shall permit any leak to exist in any gas pipe or main within the root zone of any tree or shrub.
  - J. No person shall allow or continue to pollute the air surrounding any tree or shrub with toxic smoke, gases, or other injurious chemicals that may be harmful to the health or life of such tree or shrub.
  - K. Liability for damages or injuries to any tree or shrub having all or any portion of its trunk in or upon public property resulting from a violation of this chapter shall be determined by the City in accordance with section 11-32-160. The person performing the work, the property owner and the person contracting for the performance of the work shall be jointly and severally liable for any penalties or other enforcement action imposed pursuant to this chapter, or other provisions of law on account of work performed in violation of this chapter. However, no claims shall be made more than five (5) years after damage can be proven to have occurred.
  - L. Any tree service performing tree pruning or removal activities on public property must have an arborist or authorized City employee, as defined in this chapter, present onsite to perform or oversee the work.

#### **11.32.050 Permit Application and Issuance**

- A. No permit shall be issued under this chapter until the application is submitted and the appropriate fee is paid, not less than two (2) weeks in advance of the time the work is to be done, unless otherwise permitted by the City Manager to abate an immediate hazard.
- B. The City Manager shall issue the appropriate permit as provided for herein if, in his or her judgment, the proposed work adheres to specifications contained in this chapter and in the Tree Ordinance Guidelines.

- C. The person receiving the permit shall abide by all conditions stated on the permit and by the standards established in the Tree Ordinance Guidelines.
- D. Any Tree Permit granted shall contain a definite date of expiration. The work shall be completed in the time allowed on the permit, and only in the manner as therein described.
- E. Notice of completion shall be given within five (5) days to the City Manager for inspection.
- F. Where a Tree Permit for removal has been denied, the property owner may appeal the decision to the City Manager within ten (10) days of the denial. The appeal may be heard by an official or designee not involved in the denial of the permit. The decision of the official or designee shall be final.

### **11.32.060 Resident Petition for Street Tree Removal and Replacement**

A petition may be presented by citizen action in a given area for the removal and replacement of existing City trees, if in the opinion of the petitioners, the trees are undesirable. The following conditions must be met:

- 1. The petition must be signed by the adjacent property owners in accordance with the following percentage schedule based upon the number of trees involved:
  - a. 0 to 15 Trees 75%
  - b. 16 to 25 Trees 80%
  - c. 26 trees and over 85%
- 2. All costs for removal and mitigation will be borne by the petitioner. Mitigation may include replacement with an approved species, or payment of fees as established by resolution of the City Council.
- 3. The work is to be performed by contract, under City specifications and administered by the City. The cost will be determined by the City Manager, and would be placed on deposit with the City prior to removal being initiated.
- 4. It will be the responsibility of the petitioners to collect and deposit the necessary funds with the City to cover the cost of the project.
- 5. In that granting requests initiated by petitions is discretionary, each petition request will be considered individually, and will be determined on the merits of the individual request.

### **11.32.070 Construction and Utility Projects**

The City Manager shall review and approve all plans and City permits for construction, installation, altering, moving, or razing of all buildings, utilities,

sidewalks, sewers, or other operations where trees or shrubs, or parts thereof are involved. Plans and permits shall include a tree protection plan that includes the following:

1. Location, species, size, height, canopy, condition of trees, and irrigation infrastructure within the work area.
2. Identification/location of root protection zone for each tree greater than ten (10) feet diameter four and one-half (4 ½) feet above the average ground level.
3. Identification of trees to be preserved.
4. Identification, description and location of tree protection measures (e.g. fencing, trunk protection, mulch blanket, root barrier, etc.).

#### **11.32.080 Protecting Trees or Shrubs Prior to Construction or Repair**

- A. All tree protection measures on an approved plan and/or permit shall be in place and installed to the satisfaction of the City Manager, prior to the commencement of any construction activities, including but not limited to: erecting, altering, repairing, demolishing, trenching, digging, or grading.
- B. All building materials, equipment, dirt or other debris shall be kept outside the root protection zone. Tree protection measures shall not be removed unless or until the City Manager authorizes it to be removed.

#### **11.32.090 Protection from Electrical Wiring**

No person shall permit any wire designed to carry electric current to come in contact with any tree or shrub unless protected by methods approved by the City Manager. Further, any person having or maintaining such electric service shall maintain them in such a manner safeguarding the trees and shrubs and shall make periodic adjustments whenever necessary to prevent damage to the trees and shrubs.

#### **11.32.100 Moving Building or Object—Tree Repair, Removal or Replacement Responsibility**

When the moving of any building or object along a public highway will injure, threaten, or necessitate the removal of any tree or shrub on public property, the owner or contractor shall apply for a permit, and if approved shall assume full responsibility for such removal, replacement, repair, or alteration of such trees or shrubs.

**11.32.110 Protection Responsibility in Public Places**

It shall be the duty of the person maintaining services or structures in a public highway, park, or public place to assume responsibility for the protection of such facilities during the progress of tree operations deemed necessary by the City Manager provided prior notice has been given said person of the existence of such tree operations.

**11.32.120 Compliance with Regulations**

Full compliance with all regulations of the City shall be required in reference to this chapter.

**11.32.130 Enforcement**

- A. It shall be the responsibility of the City Manager to see that all the provisions of this chapter are obeyed, and all complaints as to the violation of this chapter shall be presented in writing, and prosecution for all violations of this chapter shall be instituted by and shall be prosecuted in the name of the City.
- B. The City Manager may assign an inspector to supervise the provisions of all permits herein involved, and the cost of such service shall be charged to the person involved.

**11.32.140 Correction Responsibility**

Any person violating any of the provisions of this chapter shall assume full responsibility for the removal, replacement, repair, or alteration of such trees and shrubs according to the specifications deemed necessary by the City Manager.

**11.32.150 Interference with Authority**

No person shall hinder, prevent, or interfere with the agents or employees of the City while engaged in carrying out the provisions of this chapter.

**11.32.160 Penalties**

- A. Generally. Any person who violates any of the provisions of this chapter, or rules or orders adopted or issued pursuant to this chapter, shall be subject to any one, all, or a combination of the civil penalties prescribed by this section. Penalties assessed under this chapter are in addition to and not in lieu of compliance with the requirements of this chapter. The person performing the work, the property owner and the person contracting for the performance shall be jointly and severally liable for any penalty or other enforcement action imposed pursuant to this chapter or other provisions of law on account of work performed in violation of this chapter.

B. Civil penalties. Civil penalties for violations of this Chapter shall be assessed pursuant to the following:

1. Failure to plant original or replacement trees in accordance with this chapter shall be subject to a fine of \$50.00 for each tree not planted. No civil penalty shall be assessed until the person alleged to be in violation has been notified of the violation and given an opportunity within a reasonable time to correct the violation. If the site is not brought into compliance within the time specified in the notice of violation, a civil penalty may be assessed from the date the notice of violation is received. The failure to plant each individual tree shall constitute a separate, daily and continuing violation.
2. Injury or damage to, or destruction of, trees and shrubs protected by sections 11.32.070 and 11.32.080 that result in the total loss of the tree or shrub shall be assessed in accordance with generally accepted industry evaluation methods for the loss of the trees and shrubs. However, the maximum civil penalty for each tree injured, damaged or destroyed shall not exceed \$20,000.00. No notice of violation is necessary prior to the assessment of a civil penalty issued pursuant to this subsection.
3. Injury or damage to, or destruction of, trees and shrubs protected by sections 11.32.070 and 11.32.080 that do not result in the total loss of the trees shall be assessed for each tree or shrub in accordance with generally accepted industry evaluation methods. However, the maximum amount of the penalty shall not exceed \$1,000.00. No notice of violation is necessary prior to the assessment of a civil penalty issued pursuant to this subsection.
4. Failure to install or maintain required tree protection measures in accordance with 11.32.070 and 11.32.080 shall be subject to \$1,000.00 fine. No civil penalty shall be assessed until the person has been notified of the violation and given an opportunity within a reasonable time to correct the violation. If the site is not brought into compliance within the time specified in the notice of violation, a civil penalty may be assessed from the date the notice of violation is received. The failure to install the required tree protection measures shall constitute a separate, daily and continuing violation. Injury or damage to, or destruction of, trees in the tree protection zone and tree save area resulting from inadequate or omitted tree protection measures constitutes a separate violation which may subject the violator to any other applicable penalty set forth in this section.
5. Any other action that constitutes a violation of this chapter may subject the violator to a civil penalty of \$50.00, and each day of continuing violation shall constitute a separate violation. However, the maximum amount of the penalty shall not exceed \$1,000.00.

- C. Nonmonetary penalty. A nonmonetary penalty, in the form of increased or additional planting requirements, may be assessed in addition to or in lieu of any monetary penalties prescribed under this section.

**11.32.170 City Council Review**

Where practical difficulties or unnecessary hardships inconsistent with the purposes of this part result from its literal interpretation or enforcement, the City Council may waive, modify, or delay the enforcement of these provisions upon written request of the developer or the property owner, which request shall be in writing and filed with the City Clerk and shall contain any and all facts that are offered in support of said request.



The Draft of the Environmental Impact Report (EIR) is currently being prepared, and all associated analyses being conducted to evaluate all relevant environmental factors and potential impacts as a result of the projected increase in residential housing in the city for the 6<sup>th</sup> RHNA Cycle (between 2021-2029). It is anticipated that finalized Drafts of the EIR and the Housing Element will be ready for public review and comment in late May 2021.

### Future Hearings and Final Approval of the Housing Element

The final Housing Element, along with associated focused General Plan and Zoning Amendments, will be brought to the Planning Commission and City Council at future public hearings for approval and adoption in September 2021. The Draft Housing Element will be submitted to HCD for initial review by July 2021, keeping the City on track for final HCD certification of the Housing Element by the deadline of October 15, 2021.

### DISCUSSION

To make adequate provision for the housing needs of all economic segments of the community, the programs in the Housing Element aim to:

- Conserve and improve the condition of the existing affordable housing stock;
- Assist in the development of housing for low- and moderate-income households;
- Identify adequate sites to encourage the development of a variety of types of housing for all income levels;
- Address and, where appropriate and legally possible, remove governmental constraints to the maintenance, improvement, and development of housing; and
- Promote equal opportunities for all persons.

The goals and policies represent the Housing Element's foundation. Further articulation of how the City will achieve the stated goals and policies is found in the programs. Programs identify specific actions the City will undertake toward putting each goal and policy into action. Quantified objectives identified in particular programs are estimates of assistance the City can offer based on funding and staff resources. The Housing Element programs aim to address six (6) overarching themes:

- Housing Maintenance and Preservation
- Affordable Housing
- Adequate Housing Site
- Remove Constraints to Housing Production

- Equal Access to Housing
- Community Engagement

As part of the Housing Element Update, existing programs will be evaluated and updated, as necessary, based on progress and continued appropriateness. Furthermore, new programs will be added to the Housing Element to address new State required provisions, as well as providing for additional ways to support program goals.

Prior to the meeting of May 25, 2021, the presentation materials will be provided to the City Council and posted on the City's Housing Element Update webpage (<http://ggcity.org/housing-element>).

#### FINANCIAL IMPACT

None.

#### RECOMMENDATION

This report and presentation is for information.