

AGENDA



Garden Grove City
Council

Tuesday, October 11,
2022

6:30 PM

Community Meeting
Center 11300 Stanford
Avenue Garden Grove
California 92840

Steve Jones
Mayor

Diedre Thu-Ha Nguyen
Mayor Pro Tem - District 3

George S. Brietigam
Council Member - District 1

John R. O'Neill
Council Member - District 2

Patrick Phat Bui
Council Member - District 4

Stephanie Klopfenstein
Council Member - District 5

Kim B. Nguyen
Council Member - District 6

COVID-19 Information: Members of the public can address the City Council during the public comment portion of the meeting in person or via e-mail. If you plan to attend the meeting in person, masks or face coverings are required to be worn if you are not vaccinated. If you feel ill or are showing symptoms of COVID-19, please consider submitting comments by e-mail. Instructions are available on the City's website at <https://ggcity.org/city-council/meetings-participation>

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 who attend the meeting in-person and would like 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 before the meeting begins. 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 BUI, COUNCIL MEMBER KLOPFENSTEIN, COUNCIL MEMBER K. NGUYEN, MAYOR PRO TEM D. NGUYEN, MAYOR JONES

INVOCATION

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

1. PRESENTATIONS

- 1.a. Community Spotlight celebrating Truc Ho, founder and CEO of Saigon Broadcasting Television Network, in recognition for his lifetime achievement of 40 years as a well known songwriter and composer.
- 1.b. Update on the Measure M2 Streets and Roads Milestone and on the Rails to Trails in Garden Grove as presented by the Orange County Transportation Authority.

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 celebrating National Red Ribbon Week from October 23rd through 31st in Garden Grove. *(Action Item)*
- 3.b. Adoption of a Proclamation recognizing Pregnancy and Infant Loss Awareness Month. *(Action Item)*

- 3.c. Adoption of a Proclamation in recognition of October 23, 2022 through October 29, 2022, as Childhood Lead Poisoning Prevention Week. (*Action Item*)
- 3.d. Approval of an Amendment to the Agreement with the Strawberry Festival Association for the annual Strawberry Festival. (*Action Item*)
- 3.e. Approval of an Assignment and Assumption Agreement between the City of Garden Grove, Garden Grove Housing Authority, Tamerlane Associates, LLC, and New Tamerlane, LLC , and an Amendment to the Tamerlane Affordable Housing Loan Agreements and Regulatory Agreements between the City of Garden Grove, Garden Grove Housing Authority and the New Tamerlane, LLC. (*Joint Action Item with the Housing Authority*)
- 3.f. Receive and file minutes from the meetings held on August 9, 2022, August 23, 2022, and September 13, 2022. (*Action Item*)
- 3.g. Receive and file warrants. (*Action Item*)
- 3.h. Approval to waive full reading of ordinances listed. (*Action Item*)

4. ITEMS FOR CONSIDERATION

- 4.a. Approval of a comprehensive Memorandum of Understanding with the Cities of Fountain Valley and Westminster for development of the future Central Cities Navigation Center at 13871 West Street; and approve an interim Lease Agreement with West St Investments LLC. (*Action Item*)
- 4.b. Award a contract to R.J. Noble Company for City Project No. CP1316000, Garden Grove Boulevard Rehabilitation. (Cost: \$2,049,175) (*Action Item*)

5. ORDINANCES PRESENTED FOR SECOND READING AND ADOPTION

- 5.a. Second Reading of Ordinance No. 2939
Entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING AMENDMENT NO. A-035-2022 TO AMEND TITLE 9 (LAND USE) OF THE GARDEN GROVE MUNICIPAL CODE TO MAKE FOCUSED ZONING AMENDMENTS TO IMPLEMENT VARIOUS POLICIES AND PROGRAMS SET FORTH IN THE GENERAL PLAN HOUSING ELEMENT AND LAND USE ELEMENT AND TO ENSURE COMPLIANCE WITH APPLICABLE STATE HOUSING LAWS. (*Action Item*)

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

- 6.a. Financial update on the preliminary Fiscal Year 2021-22 financial position and results of operations as requested by City Manager Stiles.

7. ADJOURNMENT

The next Regular City Council Meeting is scheduled for Tuesday, October 25, 2022, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California 92840.

Happy Birthday to Mayor Jones

PROCLAMATION

National Red Ribbon Week
October 23 through October 31

WHEREAS, the wide ranging negative consequences of drug abuse affects individuals, their families and friends, and is felt throughout the nation; and

WHEREAS, it is imperative that the message addressing the prevention of drug abuse be visible and unified; and

WHEREAS, National Red Ribbon Week, celebrated by communities across the nation, offers an opportunity to demonstrate a commitment to this year's theme to *Celebrate Life and Live Drug Free*; and

WHEREAS, community based organizations along with schools, government, law enforcement, businesses, media, health care providers and religious institutions are called upon to demonstrate a commitment to *Celebrate Life and Live Drug Free* by wearing red ribbons and participating in drug prevention activities.

NOW, THEREFORE, BE IT RESOLVED, that the Garden Grove City Council does hereby proclaim October 23 through October 31, as RED RIBBON WEEK, and encourages participation in drug prevention education activities throughout the year, making a visible statement that we are strongly committed to a drug-free lifestyle.

October 11, 2022

PROCLAMATION

Pregnancy and Infant Loss Awareness Month

WHEREAS Tens of thousands of families across the United States experience Pregnancy and Infant Loss;

WHEREAS this devastating tragedy often occurs suddenly, without warning, as a result of miscarriage, stillbirth, preterm birth, Sudden Infant Death Syndrome (SIDS), accident, or other causes or complications;

WHEREAS the City of Garden Grove wishes to acknowledge the profound grief experienced by families who suffer the death of a baby; and

WHEREAS even the shortest of lives are valuable and the grief of those who mourn the loss of these lives should not be trivialized or stigmatized;

WHEREAS the 15th day of October is recognized as a day of remembrance and awareness of pregnancy and infant loss;

WHEREAS recognizing Pregnancy and Infant Loss Remembrance Day and Month is an opportunity to increase awareness, promote research and greater understanding, and provide community to those who have experienced pregnancy or infant loss; and

WHEREAS a month of remembrance honors the lives of children taken far too soon and supports grieving parents, grandparents, siblings and other family members whose lives are forever altered by the heartbreak of losing a child.

NOW THEREFORE BE IT RESOLVED that the City of Garden Grove City Council does recognize October as Pregnancy and Infant Loss Awareness Remembrance Month, and encourages individuals and communities to meet the needs of bereaved mothers, fathers, and family members.

October 11, 2022

Proclamation

Childhood Lead Poisoning Prevention Week
October 23-29, 2022

- WHEREAS, Childhood lead poisoning is a silent, but very harmful environmental disease that can cause serious long-term harm, including developmental delays, learning disabilities, cognitive and behavior disorders and in the most severe cases, coma, seizures, and death; and
- WHEREAS, Toddlers and young children under the age of six years in low-income families and those living in pre-1978 housing are at higher risk of lead poisoning; and
- WHEREAS, Most children who have lead poisoning do not look or act sick. The best way to identify children with lead poisoning is through targeted screening of high-risk children with a blood lead test; and
- WHEREAS, Lead hazards are most prevalent in pre-1978 paint, dust, soil, lead dust brought home on parents' work clothes, some imported ceramic pottery, traditional home remedies, some imported spices, candies and foods, and hobbies involving lead products. Discontinuing their use and eliminating such lead hazards will help prevent children from becoming lead poisoned; and
- WHEREAS, It is the responsibility of all parents and the community to take the necessary precautions and provide a safe environment to help ensure a bright and healthy future for our children; and
- WHEREAS, The City of Garden Grove commends the Health Care Agency's Childhood Lead Poisoning Prevention Program staff for their coordinated efforts to increase community awareness about lead hazards and lead poisoning prevention methods to promote healthy families in Orange County.

NOW, THEREFORE, BE IT RESOLVED that the City of Garden Grove does hereby declare the week of October 23 through October 29, 2022, as "Childhood Lead Poisoning Prevention Week" and encourages all parents and caregivers of children under the age of six years to ask their child's medical provider about the risk for lead poisoning, and encourages housing renovators and contractors to follow lead-safe work practices.

October 11, 2022

As set forth in the Agreement, the Association is required to reimburse the City an amount not to exceed \$42,000 per year for costs incurred in support of the Festival. Additionally, the Association would be responsible for all extraordinary costs attributable to the operation of the Festival, and reimbursement of \$5,000 for renovation of the turf area.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Amendment to the Agreement with the Strawberry Festival Association; and
- Authorize the City Manager to execute the Agreement, including any minor modifications as appropriate hereto, on behalf of the City.

By: Janet Pelayo
Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Amendment No. 1 Strawberry Festival Association	10/4/2022	Cover Memo	DRAFT_-_AMENDMENT_No.1_- _Strawberry_Festival_Association_09.30.22.pdf

CITY OF GARDEN GROVE

AMENDMENT NO. 1

To: Strawberry Festival Agreement

This Amendment No. **1** to the Strawberry Festival Agreement is made and entered into this ____ day of October 2022, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **Strawberry Festival Association**, a California non-profit corporation, hereinafter referred to as "ASSOCIATION".

WHEREAS, ASSOCIATION and CITY entered into the Strawberry Festival Agreement, dated **October 23, 2018** ("Agreement").

WHEREAS, due to the global COVID-19 pandemic, which was beyond the control of the parties, the festivals that were to be held pursuant to the Agreement in 2020 and 2021 were not held.

WHEREAS, on August 16, 2019, the CITY transitioned its fire protection and emergency medical services from CITY's Fire Department to the Orange County Fire Authority.

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

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

Section 1. TERM, shall be amended as follows:

The term of the Agreement is hereby extended for two (2) additional years, for the ASSOCIATION to conduct the annual Strawberry Festival on Memorial Day weekend in 2024 and 2025.

Section 19. FIRE REGULATIONS, shall be amended in its entirety to read as follows:

No later than thirty (30) days before the Festival, ASSOCIATION shall provide a general plot plan or site plan to the Orange County Fire Authority. Items to be on the plot plan are: location of all vehicles, generators, stages, emergency lighting, stands, tents/canopies, amusement zone activities/rides, food vendors, medical station, fire lanes and Fire Department access, dates and times of the event, and all emergency contacts for the event (event and tent contact numbers). ASSOCIATION shall comply with all applicable current California Fire Code provisions. All California Fire Code and California Building Code required permits shall be obtained at least three (3) weeks prior to the beginning of the Festival. Permits may be required but are not limited to: generators stages, booths, emergency lighting, cooking booths, tents, egress, and amusement rides. In addition, ASSOCIATION shall obtain approval from the Fire Chief, or authorized representative, of all cooking appliances and fuels before use at the Festival.

Tents over 400 square-feet (tents that are not separated by at least 20 feet shall be considered a single tent for determination of area) require Orange County Fire Authority permits. ASSOCIATION shall have their tent company submit site plans, tent layout plans, and anchorage plans (CFC Section 105.6.24) at least three (3) weeks before the Festival.

ASSOCIATION shall ensure that each cooking booth with cooking equipment involving solid fuels or vegetable or animal oils and fats shall provide and mount a Class K-rated portable extinguisher (and 2-A:10-B:C fire extinguisher where no solid fuels or vegetable or animal oils and fats are used) with adequate pressure and current State Fire Marshal's service tags. (CFC 906.1, Title 19, Sec. 567)

ASSOCIATION shall ensure access and visibility of fire hydrants, Fire Department connections, suppression systems, and appliances at all times.

Use of fireworks is strictly prohibited.

ASSOCIATION shall comply with all exit requirements set forth in the California Fire Code and provide adequate exits for all occupants with the proper exit width and direction.

OTHER TERMS REMAIN IN PLACE.

Except as expressly amended hereby, all terms of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____

Mayor

ATTESTED:

City Clerk

Date: _____

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

Strawberry Festival Association

By: _____

Title: _____

Date: _____

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Lisa L. Kim
Dept.: City Manager/Director Dept.: Community and Economic Development
Subject: Approval of an Assignment and Assumption Agreement between the City of Garden Grove, Garden Grove Housing Authority, Tamerlane Associates, LLC, and New Tamerlane, LLC , and an Amendment to the Tamerlane Affordable Housing Loan Agreements and Regulatory Agreements between the City of Garden Grove, Garden Grove Housing Authority and the New Tamerlane, LLC. (*Joint Action Item with the Housing Authority*)

OBJECTIVE

To request the City Council and Housing Authority approve an Assignment and Assumption Agreement between the City of Garden Grove, the Garden Grove Housing Authority, Tamerlane Associates, LLC, and New Tamerlane, LLC and an Amendment to the Tamerlane Affordable Housing Loan Agreements and Regulatory Agreements between the City of Garden Grove, the Garden Grove Housing Authority, and New Tamerlane, LLC, in a joint action with the Housing Authority.

BACKGROUND

Between 2004 and 2012, the City provided financial assistance to Tamerlane Associates, LLC, ("Owner"), for the acquisition of 15 multifamily properties with a total of 78 residential units known as "Tamerlane Properties". Pursuant to 15 separate affordable housing loan agreements, regulatory agreements, option agreements, and subsequent amendments, the City made 15 deferred payment loans to the Owner sourced from federal and local program funds to assist the Owner in his acquisition, rehabilitation, and operation of the 15 properties as affordable housing. Pursuant to the Affordable Housing Agreements, a total of 60 units (of 78) were restricted and covenanted for occupancy by households earning between 50% and 65% of the Orange County area median-income ("AMI"). The funding sources for the 15 loans issued by the City to the Owner when each property was acquired included a variation of CDBG, HOME, City General Funds, and Former Redevelopment Low to Moderate Housing Set-Aside Funds.

The affordability covenants have expired for eight (8) properties (49 of 78 units). The City has a primary objective to preserve at-risk affordable housing, and as such, over the past two plus years, has been working with and negotiating in good faith with the Owner and his representatives about the potential restructure of the City loans, reset of the affordability covenants, and rehabilitation of all Tamerlane Properties, including potential payoff of all or part of, or restructure of, the CDBG, HOME, General Fund and Housing Successor-funded properties in order to meet the City and Federal objective of preserving affordable rental units.

The Owner has received a proposal from Affordable Housing Access, Inc., ("AHA"), to acquire and rehabilitate all 15 properties. AHA is a non-profit corporation founded in 1999 with a mission to create and preserve quality affordable housing and to empower low income individuals and communities through social services and community building. AHA and its development partners have constructed, or acquired and rehabilitated over 20,000 affordable housing apartments and homes throughout the West.

DISCUSSION

The Tamerlane Properties are in need of rehabilitation, financial restructure, and reset of the affordable

housing covenants. The Owner has requested the City Consider an Assignment and Assumption Agreement of all 15 properties to AHA. In connection with the sale of all 15 properties by the Owner to AHA, the Owner would assign all of its rights under the Garden Grove Loans and Regulatory Agreements to AHA; AHA would assume all duties, obligations, and responsibilities under the Garden Grove Loans and Regulatory Agreements.

Subsequent to the approval of the Assignment and Assumption Agreement, AHA has requested an approval to amend 10 of the 15 Tamerlane Affordable Housing Loan Agreements and Regulatory Agreements to extend the maturity date and covenant period of each of the 10 loans until December 31, 2025, in order to create an interim extension period. During this interim extension period, AHA and the City intend to amend, restate, and restructure the terms and conditions of all 15 of the Affordable Housing Loan Agreements and Regulatory Agreements for a reset term of 55-years with affordable housing restrictions for all 78 units.

FINANCIAL IMPACT

Approval of the Assignment and Assumption Agreement would include a payoff by New Tamerlane, LLC, of an existing City First Trust Deed Affordable Housing Loan. Revenue to the City’s General Fund would be approximately \$1.5 Million.

RECOMMENDATION

It is recommended that the City Council and Housing Authority:

- Approve the Assignment and Assumption Agreement;
- Approve the Amendment to the Tamerlane Affordable Housing Loan Agreements and Regulatory Agreements; and
- Authorize the City Manager/Director to execute the agreements, and any pertinent related documents, and make minor modifications as needed on behalf of the City and Housing Authority.

By: Monica Covarrubias
Sr. Project Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Assignment and Assumption Agreement	10/6/2022	Agreement	PDF_Assignment_and_Assumption_with_exhibits_seller_and_buyer_with_Garden_Grove_consent_10_6_2022.pdf
Amendment of Loan Agreements and Regulatory Agreements	10/6/2022	Agreement	PDF_Amendment_of_Loan_Agreements_and_Regulatory_Agreements_with_exhibits_10_06_2022.pdf

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (“Assignment Agreement”) dated as of _____ 2022, is entered into by and among **TAMERLANE ASSOCIATES, LLC**, a California limited liability company (“Assignor”), **NEW TAMERLANE, LLC**, a California limited liability company (“Assignee”), **CITY OF GARDEN GROVE**, a California municipal corporation (“City”) and **GARDEN GROVE HOUSING AUTHORITY**, a public body corporate and politic (“Housing Authority”). Herein, the City and the Housing Authority, together, may be referred to as “Garden Grove”. Each of Assignor, Assignee, City and Housing Authority is a “Party” and together are the “Parties”. This Agreement is entered into with reference to the following facts:

RECITALS

A. Assignor and the City as to 13 of the 15 Garden Grove Loans described herein, and Assignor and the Housing Authority as to two of the 15 Garden Grove Loans described herein, are parties to a series of loan documents and agreements as listed on the attached and fully incorporated as *Exhibit A* (together, “Garden Grove Loan Documents”).

B. The Garden Grove Loan Documents evidence and secure fifteen (15) separate loans issued to Assignor by the City as to 13 of the 15 loans, and to Assignor by the Former Agency (as succeeded by the Housing Authority as further defined and described herein) as to 2 of the 15 loans (together, “Garden Grove Loans”).

C. The City is a participating jurisdiction with the United States Department of Housing and Urban Development (“HUD”) that has received certain funds (“HOME Funds”) pursuant to Title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12701 12839) and the HOME Program regulations (“HOME Regulations”) codified at 24 CFR Part 92, as amended by the HOME Final Rule (together, “HOME Program”).

D. Further, the City is a participating jurisdiction with HUD that has received certain funds (“CDBG Funds”) under the Community Development Block Grant program pursuant to Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383, 42 U.S.C. Section 5301, *et seq.*, and the implementing regulations thereto at 24 CFR Part 570 (together, “CDBG Program” and “CDBG Regulations”, respectively).

E. The Housing Authority is a public body corporate and politic, organized and existing pursuant to the California Housing Authorities Law, Health and Safety Code Section 34200, *et seq.*; further, the Housing Authority serves as the “housing successor” former and dissolved Garden Grove Agency for Community Development (“Former Agency”). The Housing Authority succeeded the Former Agency by operation of law and by action of the City Council of the City of Garden Grove and as approved by the State of California, Department of Finance, as the “housing successor” pursuant to Part 1.8, Division 24, Section 34160, *et seq.* and Part 1.85, Division 24, Section 34170, *et seq.* of the California Health and Safety Code (together, “Housing Successor Law”).

F. The funding sources of the fifteen Garden Grove Loans included the following: (i) HOME Funds as to eight loans issued by the City to Assignor, (ii) CDBG Funds as to one loan issued by the City to Assignor, (iii) City general fund monies as HOME Program “match” funds as to two loans issued by the City to Assignor, (iv) low to moderate income housing fund of the Former Agency as to two loans issued to Assignor by the Former Agency as succeeded by the

Housing Authority, and (v) a combination of Former Agency housing funds and HOME Funds as to one loan issued by the City to Assignor.

G. The Garden Grove Loans were used in part to finance Assignor's acquisition, rehabilitation, and operation of fifteen (15) parcels of real estate and the multifamily apartment buildings situated thereon, all located on Tamerlane Drive in the City of Garden Grove and more particularly described on *Exhibit B* attached and fully incorporated herein (collectively, the "Tamerlane Property").

H. The Garden Grove Loan Documents include, among other instruments, fifteen (15) regulatory agreements that each and collectively restrict the use, leasing, ownership, property management, and maintenance of the Tamerlane Property and covenant and restrict the operation thereof as affordable housing (together, "Regulatory Agreements").

I. Pursuant to a Purchase and Sale Agreement dated as of June 14, 2022 between Assignor and Assignee (as amended, the "Purchase Agreement"), Assignor wishes to sell, transfer, and assign, and Assignee wishes to purchase, receive title to, and assume the Tamerlane Property subject to the Garden Grove Loan Documents, the Regulatory Agreements, and related instruments of which Garden Grove is the beneficial party.

J. As described herein, Assignor and Assignee acknowledge that Garden Grove has not been provided with the Purchase Agreement, nor any of the due diligence materials provided by Assignor to Assignee in connection therewith, nor has it reviewed the Purchase Agreement or such diligence materials, and herein Garden Grove disclaims approval, expressly or impliedly, of the Purchase Agreement or the foregoing diligence materials (excepting only its consent to the conveyance of the Tamerlane Property by Assignor to Assignee).

K. In this regard, Assignee wishes to finance its acquisition of the Tamerlane Property in part by assuming the Garden Grove Loans and related instruments from Assignor, as amended and further described in this Assignment Agreement.

L. City and Housing Authority are willing to consent to the sale and transfer of the Tamerlane Property from Assignor to Assignee and the assignment and assumption of the Garden Grove Loans, Regulatory Agreements, and related instruments by Assignor to Assignee on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

Section 1. Assignment and Assumption of Garden Grove Loans. Effective as of the "Closing Date" (as defined below):

1.1 *Assignment by Assignor.* As of the Closing Date, Assignor hereby assigns, transfers and grants to Assignee, and its successors and assigns, all of Assignor's rights, duties, responsibilities and obligations under the Garden Grove Loan Documents and Regulatory Agreements, including without limitation, impounds, reserves or other funds, if any, held by Garden Grove in connection with the Garden Grove Loans.

1.2 *Assumption by Assignee.* As of the Closing Date, Assignee hereby assumes and accepts the transfer and grant from Assignor and (a) promises to pay the Garden Grove Loans on the terms and

conditions set forth in the Garden Grove Loan Documents, as amended by that certain *Amendment to Tamerlane Affordable Housing Loan Agreements and Regulatory Agreements*, Exhibit D hereto (“Exhibit D”), (b) promises to pay all taxes, insurance premiums and all other sums that may become due and payable under the provisions of the Garden Grove Loan Documents as amended by Exhibit D, and (c) agrees to comply with each and all of the terms of the Garden Grove Loan Documents and the Regulatory Agreements as amended by Exhibit D (together, “Rights and Obligations”).

(a) In this regard, Assignee, for itself and its successors and assigns, hereby expressly and unconditionally accepts such assignment of, and assumes, all such Rights and Obligations, and expressly agrees for the benefit of Garden Grove to pay, perform and discharge all obligations of Assignor under the Garden Grove Loan Documents and Regulatory Agreements, and to comply with all covenants of Assignor thereunder as the fee owner of the Tamerlane Property as of, on and after the Closing Date.

(b) Assignee agrees to indemnify, defend and hold harmless the City of Garden Grove, Garden Grove Housing Authority, Successor Agency to the Garden Grove Agency for Community Development, and all of their elected and appointed officials, officers, directors, employees, representatives and agents (together, “Indemnitees”) from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including without limitation reasonable attorneys’ fees and expenses) (collectively, “Claims”) asserted against or incurred by Assignor, Assignee, or any third party related to or arising from the Garden Grove Loan Documents, the Regulatory Agreements, as amended by Exhibit D, and/or related in any manner to the ownership, operation and physical and/or environmental condition of the Tamerlane Property.

1.3 City and Housing Authority Consent. City and Housing Authority, as housing successor, hereby consent to the transfer of the Tamerlane Property and assignment of the Garden Grove Loans and Regulatory Agreements, as amended by Exhibit D as of the Closing Date, from Assignor to Assignee and Assignee’s assumption of the Garden Grove Loans and Regulatory Agreements, as amended by Exhibit D as of the Closing Date. From and after the consummation of the transactions contemplated by this Assignment Agreement, including the sale and conveyance of the Tamerlane Property by Assignor to Assignee and the execution, delivery and recordation (as applicable) of the additional transaction documents described herein, Assignee shall be considered the only obligor under the Garden Grove Loans. All references in the Garden Grove Loan Documents and the Regulatory Agreements to “**Owner**” or “**Trustor**” or “**Developer**” (as each said term is defined in the Garden Grove Loan Documents) shall be deemed revised to refer to Assignee.

Section 2. Additional Transaction Documents. Concurrently with the execution of this Assignment Agreement, Assignee, and City and/or Housing Authority, as applicable, shall execute and deliver into Escrow (as defined below) the following additional documents (the following, together with this Assignment Agreement may be referred to herein as the “**Transaction Documents**”):

2.1 a *Termination of Option Agreements* in the form of *Exhibit C* attached hereto, which shall be recorded in the Official Records of Orange County, State of California (“Official Records”) on the Closing Date; and

2.2 an *Amendment to Tamerlane Affordable Housing Loan Agreements and Regulatory Agreements* to extend the term as to each Regulatory Agreement and the maturity date of certain Garden Grove Loans that have expired or reached maturity under the terms thereof in order to reinstate

each such Regulatory Agreement and to extend the maturity date of such Garden Grove Loans, as applicable, and to affirm certain intentions of Owner and Garden Grove, which amendment is set forth in the form of *Exhibit D* and which shall be recorded in the Official Records on the Closing Date;

2.3 a *Subordination Agreement* substantially in the form of *Exhibit E* attached hereto, to be recorded in the Official Records on the Closing Date; and

2.4 the written *certification* required by Assignor, as owner, pursuant to the Notice Preservation Law as such law and requirement is described in Sections 4.1(e) and 5.1 below.

Section 3. Closing of Transaction through Escrow. Assignor, Assignee and Garden Grove shall deliver their fully executed (and acknowledged where necessary) Transaction Documents into escrow with Ticor Title Company, 1500 Quail Street, 3rd Floor, Newport Beach, CA 92660. The consummation of the purchase and sale of the Tamerlane Property and the transactions contemplated by the Transaction Documents (“Closing”) shall be completed through such escrow on a date agreed to by Assignor, Assignee and Garden Grove (“**Closing Date**”) and in accordance with customary and appropriate written closing instructions to be agreed upon and provided by Assignor, Assignee and Garden Grove. The execution, delivery, release from escrow, and order of recordation of the recordable Transaction Documents are a material element of the transactions contemplated herein and shall be addressed as conditions to Closing in the Parties’ closing instructions.

Section 4. Representations and Warranties. Assignor and Assignee, as applicable, hereby represent and warrant to each other and to Garden Grove as follows:

4.1 *Assignor Representations and Warranties.* Assignor represents and warrants to Garden Grove as follows as of the Closing Date:

(a) Assignor is a California limited liability company. For the purposes of this Assignment Agreement Assignor’s office is: 14 Corporate Plaza Dr., Suite 100, Newport Beach, CA 92660.

(b) Assignor was the sole fee owner of the Tamerlane Property.

(c) Assignor is:

(i) Duly formed and validly existing under the laws of the State of California;

(ii) Qualified and authorized to do business in the State of California and, to Assignor’s knowledge, has duly complied with all requirements pertaining to such qualification and authorization; and

(iii) In good standing and has all necessary powers under the laws of the State of California to have owned the Tamerlane Property and in all other respects enter into and perform the undertakings and obligations of this Assignment Agreement.

(d) Assignor further represents and warrants to Garden Grove as follows that prior to and as of the Closing Date:

(i) That no additional approvals or consents of any persons are necessary for the execution, delivery or performance of this Assignment Agreement by Assignor, except as have been obtained;

(ii) That this Assignment Agreement is a legal, valid, and binding obligation of Assignor enforceable in accordance with its terms (subject to equitable principles and principles governing creditors' rights generally);

(iii) That the execution, delivery, and performance of this Assignment Agreement by the Assignor does not and will not materially conflict with, or constitute a material violation or material breach of, or constitute a default under (a) the formation agreements of the Assignor (if any), (b) to Assignor's knowledge, any law, rule, or regulation binding upon or applicable to Assignor, or (c) any material agreements to which Assignor is a party.

(e) Assignor further represents and warrants to Garden Grove that prior to and as of the Closing Date:

(i) That Assignor, as the "owner" of an "assisted housing development" as those terms are defined in and pursuant to California Government Code Sections 65863.10, 65863.11, and 65863.13 (together herein, "Preservation Notice Law"), during its ownership and as owner of the Tamerlane Property, Assignor fully complied with the Preservation Notice Law.

4.2 *Assignee Representations and Warranties.* Assignee represents and warrants to Garden Grove as follows as of the Closing Date:

(a) Assignee is a California limited liability company. For the purposes of this Assignment Agreement Assignee's office is: 3920 Birch Street, Suite 103, Newport Beach, CA 92660.

(b) Assignee will be the sole fee owner of the Tamerlane Property.

(c) Assignee is:

(i) Duly formed and validly existing under the laws of the State of California;

(ii) Qualified and authorized to do business in the State of California and, to Assignee's knowledge, has duly complied with all requirements pertaining to such qualification and authorization; and

(iii) In good standing and has all necessary powers under the laws of the State of California to own property and in all other respects enter into and perform the undertakings and obligations of this Assignment Agreement.

(d) Assignee further represents and warrants to Garden Grove as follows as of the Closing Date:

(i) That no additional approvals or consents of any persons are necessary for the execution, delivery or performance of this Assignment Agreement by Assignee, except as have been obtained;

(ii) That this Assignment Agreement is a legal, valid, and binding obligation of Assignee enforceable in accordance with its terms (subject to equitable principles and principles governing creditors' rights generally); and

(iii) That the execution, delivery, and performance of this Assignment Agreement by the Assignee does not and will not materially conflict with, or constitute a material violation or material breach of, or constitute a default under (a) the formation agreements of the Assignee (if any), (b) to Assignee's knowledge, any law, rule, or regulation binding upon or applicable to Assignee, or (c) any material agreements to which Assignee is a party, except, in each case, for any conflict, violation or breach that will not adversely affect Assignee's ability to pay, perform and discharge all obligations of Assignor regarding the Tamerlane Property under the Garden Grove Loan Documents and the Regulatory Agreements.

Section 5. Garden Grove, Assignor and Assignee Acknowledgment. Garden Grove and Assignor acknowledge and agree that there are no claims against each other with respect to the Tamerlane Property as of the Closing that survive the Closing, expressly excepting the representation and warranty set forth in Section 4.1(e) above and Section 5.1 below relating to the Preservation Notice Law. Garden Grove and Assignee acknowledge and agree they each have no Claims against each other with respect to the Tamerlane Property as of the Closing that survive the Closing. Assignor and Assignee both acknowledge and agree that Garden Grove, is not party to, nor has Garden Grove been provided with the Purchase Agreement or any of the due diligence materials provided by Assignor to Assignee in connection therewith, nor has Garden Grove reviewed the Purchase Agreement or such diligence materials, and therefore Garden Grove specifically disclaims any approval of the Purchase Agreement (excepting only its express consent to the conveyance of the Tamerlane Property provided herein) or the foregoing diligence materials, and Assignor and Assignee acknowledge and agree to such disclaimer by Garden Grove.

5.1 *Assignor Certification under Preservation Notice Law as Condition Precedent to Close of Escrow.* Assignor affirms its representation and warranty in Section 4.1(e) above, and in compliance with the Preservation Notice Law and as a condition precedent to the close of escrow and sale of the Tamerlane Property by Assignor to Assignee, Assignor, as owner, agrees and shall prepare or cause to be prepared, and shall duly execute and cause to be recorded in the Official Records, the certifications described in the Preservation Notice Law, in particular Government Code Section 65863.11(n) that requires, “[p]rior to the close of escrow, an owner selling, leasing, or otherwise disposing of a development to a purchaser who does not qualify under subdivision (e) shall certify under penalty of perjury that the owner has complied with all provisions of this section and Section 65863.10. This certification shall be recorded and shall contain a legal description of the property, shall be indexed to the name of the owner as grantor,...”. Assignor agrees to instruct Ticor Title Company to cause recording of such Assignor/owner certification in the Official Records concurrent with and as a condition precedent to the Close of Escrow.

Section 6. Prospective Recapitalization. The intention of Assignee, with the cooperation of the City and Housing Authority, is to pursue a recapitalization of the Tamerlane Property using Federal and/or state low-income housing tax credits, and/or multifamily housing revenue bonds, and/or such other conventional financing sources that may be available to rehabilitate the Tamerlane Property and preserve it as affordable housing for a reset period of fifty-five (55) years. Assignee, City, and Housing Authority shall cooperate in good faith to accomplish the foregoing consistent with the charitable purposes of Assignee and the City's and Housing Authority's goals of providing safe, decent and affordable housing to its residents and available in the community. To that end, City and Housing

Authority, subject to the City Council and Housing Authority board's ultimate review, consideration and action on such proposed recapitalization plan for the Tamerlane Property and subject to the Tamerlane Property's affordability being extended by an additional fifty-five (55) years, and the terms and conditions of the Garden Grove Loans will be renegotiated in connection with the prospective recapitalization. The renegotiation and restructure of the Garden Grove Loans may include the waiver of accrued interest due thereunder, all subject to the review, consideration and discretionary action by Assignor and Garden Grove, respectively, at such time that the prospective recapitalization of the Tamerlane Property occurs through the amendment and restatement of the Garden Grove Loans and Regulatory Agreements. Nothing in the foregoing prejudices or predetermines the exercise of discretion by the City Council and/or Housing Authority board at such time when amended and restated or other agreement or agreements amending the Garden Grove Loans and Regulatory Agreements are presented to such governmental bodies for consideration and action.

Section 7. Integration. All rights, remedies, powers and interest provided for Garden Grove herein are in addition to the rights, remedies, powers and interests provided for Garden Grove in the Garden Grove Loan Documents, the terms and provisions of which are incorporated herein by this reference and made a part hereof. Except as provided herein, nothing in this Assignment Agreement is intended to amend or modify the Garden Grove Loan Documents, Regulatory Agreements, and related instruments.

Section 8. Entire Agreement; Amendments. This Agreement, the Garden Grove Loan Documents, the Regulatory Agreements, and the Transaction Documents contain the entire agreement between Assignor and Assignee with respect to the Garden Grove Loans, and all prior negotiations, commitments, understandings and agreements concerning any modification or additional extension of the Garden Grove Loans are superseded by this Assignment Agreement and the other Transaction Documents. No amendment, modification, supplement, extension, termination or waiver of any provision of this Assignment Agreement, any City Loan Document, or any other agreement executed in connection with any of the foregoing shall be effective unless in writing and signed by all Parties, and then only in the specific instance and for the specific purpose given.

Section 9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to conflict of laws principles.

Section 10. Attorneys' Fees. If any action or other proceeding is brought to interpret or enforce any provision of this Assignment Agreement, the prevailing Party shall be entitled to recover attorneys' fees and expenses.

Section 11. Binding Effect. This Agreement and the other Garden Grove Loan Documents shall be binding upon, and shall inure to the benefit of the Parties and their respective successors and assigns, or heirs and personal representatives, as applicable, subject to any provision of the Garden Grove Loan Documents restricting transfers of the Tamerlane Property.

Section 12. Counterparts. This Agreement may be executed in any number of counterparts and by different Parties hereto on separate counterparts, each of which, when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment Agreement has been executed by Assignor, Assignee, City and Housing Authority as of the date first above written.

ASSIGNOR:

TAMERLANE ASSOCIATES, LLC,
a California limited liability company

By: _____

Name: _____

Its: _____

ASSIGNEE:

NEW TAMERLANE, LLC,
a California limited liability company

By Affordable Housing Access, Inc.,
a California nonprofit public benefit corporation,
its Manager

By: _____

Name: _____

Its: _____

**ACKNOWLEDGEMENT AND CONSENT BY
CITY AND HOUSING AUTHORITY:**

CITY OF GARDEN GROVE, a California
municipal corporation

By: _____
City Manager

GARDEN GROVE HOUSING AUTHORITY,
a public body corporate and politic

By: _____
Authority Director

ATTEST:

City Clerk and Authority Secretary

APPROVED AS TO FORM:

Stradling Yocca Carlson & Rauth
Special Counsel to City and Housing Authority

EXHIBIT A

TEN CITY AND OWNER AGREEMENTS

Certain terms used in this Schedule A are defined as follows:

“**City**” shall mean City of Garden Grove, a California municipal corporation.

“**Housing Authority**” shall mean the Garden Grove Housing Authority, a public body corporate and politic and serving as housing successor to the former Garden Grove Agency for Community Development.

“**Former Agency**” shall mean the former and now dissolved Garden Grove Agency for Community Development.

“**Tamerlane LLC**” shall mean Tamerlane Associates, LLC, a California limited liability company.

I. 12131 Tamerlane Drive Garden Grove Loan Documents (CDBG Funds)

1. *Affordable Housing Loan Agreement* dated as of December 12, 2006 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.
2. *Amended and Restated Option Agreement* dated as of June 8, 2010 by and between Tamerlane LLC and City recorded in the Official Records on August 27, 2010 as Instrument No. 2010000420477.
3. *Promissory Note* dated as of December 13, 2006 in the original principal amount of \$665,604 made by Tamerlane LLC in favor of City.
4. *Deed of Trust and Assignment of Rents* dated as of December 13, 2006 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, recorded in the Official Records on December 21, 2006 as Instrument No. 2006000854221.
5. *Regulatory Agreement* dated as of December 13, 2006 by and between City and Tamerlane LLC recorded in the Official Records on December 21, 2006 as Instrument No. 2006000854223.

II. 12132 Tamerlane Drive Garden Grove Loan Documents (HOME Funds and Former Agency/Housing Successor Housing Funds)

1. *Affordable Housing Loan Agreement* dated as of September 12, 2006 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of October 6, 2006 by and between City and Tamerlane LLC, as further amended by that certain *Second Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.

2. *Amended and Restated Option Agreement* dated as of June 8, 2010 between Tamerlane LLC and City recorded in the Official Records on August 27, 2010 as Instrument No. 2010000420476.
3. *Promissory Note* dated as of September 14, 2006 in the original principal amount of \$742,654 made by Tamerlane LLC in favor of City, as amended by that certain *First Amendment to Promissory Note* dated as of October 6, 2006 reducing the principal amount outstanding to \$714,154.
4. *Deed of Trust and Assignment of Rents* dated of December 13, 2006 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, recorded in the Official Records on December 21, 2006 as Instrument No. 2006000854221 as amended by that certain *First Modification of Deed of Trust* dated as of October 6, 2006 by and between Tamerlane LLC, Trustee and City and recorded in the Official Records on October 20, 2005 as Instrument No. 2006000708801.
5. *Regulatory Agreement* dated as of December 13, 2006 by and between City and Tamerlane LLC recorded in the Official Records on December 21, 2006 as Instrument No. 2006000854223.

III. 12141 Tamerlane Drive Garden Grove Loan Documents
(HOME Funds)

1. *Affordable Housing Loan Agreement* dated as of June 14, 2005 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.
2. *Amended and Restated Option Agreement* dated as of June 8, 2010 between Tamerlane LLC and City recorded in the Official Records on August 27, 2010 as Instrument No. 2010000420475.
3. *Promissory Note* dated as of July 6, 2005 in the original principal amount of \$558,457 made by Tamerlane LLC in favor of City.
4. *Deed of Trust and Assignment of Rents* dated of July 6, 2005 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, with the City, as beneficiary, recorded in the Official Records on July 12, 2005 as Instrument No. 2005000538724.
5. *Regulatory Agreement* dated as of July 6, 2005 by and between City and Tamerlane LLC recorded in the Official Records on July 12, 2005 as Instrument No. 2005000538726.

IV. 12142 Tamerlane Drive
(City General Fund)

1. *Affordable Housing Loan Agreement* dated as of January 24, 2012 by and between City and Tamerlane, LLC.
2. *Promissory Note* dated as of January 26, 2012 in the original principal amount of \$1,190,992 made by Tamerlane LLC in favor of City.
3. *Deed of Trust and Assignment of Rents* dated as of January 26, 2012 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City as beneficiary recorded in Official Records on March 13, 2012 as Instrument No. 2012000143744.

4. *Regulatory Agreement* dated as of January 26, 2012 by and between City and Tamerlane LLC recorded in Official Records on March 13, 2012 as Instrument No. 2012000143742.
5. *Option Agreement* dated as of January 24, 2012 between Tamerlane LLC and City and recorded in Official Records on March 13, 2012 as Instrument No. 2012000143745.
6. *Notice of Affordability Restrictions on Transfer of Property* executed by Tamerlane LLC and City and recorded in Official Records on March 13, 2012 as Instrument No. 2012000143743.

**V. 12161 Tamerlane Drive
(HOME Funds)**

1. *Affordable Housing Loan Agreement* dated as of April 25, 2006 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.
2. *Amended and Restated Option Agreement* dated as of June 8, 2010 between Tamerlane LLC and City recorded in Official Records on August 27, 2010 as Instrument No. 2010000420473.
3. *Promissory Note* dated as of May 30, 2006 in the original principal amount of \$608,900 made by Tamerlane LLC in favor of City.
4. *Deed of Trust and Assignment of Rents* dated of June 2, 2006 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, recorded in Official Records on June 2, 2006 as Instrument No. 2006000373501.
5. *Regulatory Agreement* dated as of May 30, 2006 by and between City and Tamerlane LLC recorded in Official Records on June 6, 2006 as Instrument No. 2006000373502.

**VI. 12162 Tamerlane Drive
(Former Agency/Housing Successor Housing Funds)**

1. *Affordable Housing Loan Agreement* dated as of February 9, 2010 by and between Tamerlane LLC and the former Garden Grove Agency for Community Developer (“Former Agency”) which entity was succeeded by the Garden Grove Housing Authority, as housing successor under the Housing Successor Law.
2. *Option Agreement* dated as of February 9, 2010 between Tamerlane LLC and Former Agency, as succeeded by the Housing Authority, recorded in Official Records on March 19, 2010 as Instrument No. 2010000131392.
3. *Option Agreement* dated as of January 24, 2012 between the City and Tamerlane LLC recorded in Official Records on March 1, 2012 as Instrument No. 2012000118089, which option is junior and subordinate to the option granted to the Former Agency, as succeeded by the Housing Authority.
4. *Promissory Note* dated as of February 9, 2010 in the original principal amount of \$592,076 made by Tamerlane LLC in favor of the Former Agency, as succeeded by the Housing Authority.

5. *Deed of Trust and Assignment of Rents* dated of February 9, 2010 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the Former Agency as succeeded by the Housing Authority, as beneficiary, recorded in Official Records on March 19, 2010 as Instrument No. 2010000131391.
6. *Regulatory Agreement* dated as of February 9, 2010 by and between Tamerlane LLC and the Former Agency as succeeded by the Housing Authority recorded in Official Records on March 19, 2010 as Instrument No. 2010000131389.
7. *Notice of Affordability Restrictions on Transfer of Property* executed by Tamerlane LLC and the Former Agency as succeeded by the Housing Authority and recorded in Official Records on March 19, 2010 as Instrument No. 2010000131390.

**VII. 12171 Tamerlane Drive
(HOME Funds)**

1. *Affordable Housing Loan Agreement* dated as of August 8, 2006 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.
2. *Amended and Restated Option Agreement* dated as of June 8, 2010 between Tamerlane LLC and City recorded in Official Records on August 27, 2010 as Instrument No. 2010000420474.
3. *Promissory Note* dated as of August 10, 2006 in the original principal amount of \$628,094 made by Tamerlane LLC in favor of City.
4. *Deed of Trust and Assignment of Rents* dated of August 10, 2006 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City as beneficiary, recorded in Official Records on August 15, 2006 as Instrument No. 2006000544900.
5. *Regulatory Agreement* dated as of August 10, 2006 by and between City and Tamerlane LLC recorded in Official Records on August 15, 2006 as Instrument No. 2006000544901.

**VIII. 12172 Tamerlane Drive
(Former Agency/Housing Successor Housing Funds)**

1. *Affordable Housing Loan Agreement* dated as of February 9, 2010 by and between Tamerlane LLC and the Former Agency as succeeded by the Housing Authority Tamerlane LLC.
2. *Option Agreement* dated as of February 9, 2010 between Tamerlane LLC and Former Agency, as succeeded by the Housing Authority, recorded in Official Records on March 19, 2010 as Instrument No. 2010000131402.
3. *Option Agreement* dated as of January 24, 2012 between Tamerlane LLC and the City recorded in Official Records on June 27, 2012 as Instrument No. 2012000364678, which option is junior and subordinate to the option granted to the Former Agency, as succeeded by the Housing Authority.

4. *Promissory Note* dated as of February 9, 2010 in the original principal amount of \$980,649 made by Tamerlane LLC in favor of City, as successor in interest to the Garden Grove Agency for Community Development.
5. *Deed of Trust and Assignment of Rents* dated of March 19, 2010 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and the Former Agency as succeeded by the Housing Authority, as beneficiary, and recorded in Official Records on March 19, 2010 as Instrument No. 2010000131401.
6. *Regulatory Agreement* dated as of February 9, 2010 by and between Tamerlane LLC and the Former Agency as succeeded by the Housing Authority and recorded in Official Records on March 19, 2010 as Instrument No. 2010000131399.
7. *Notice of Affordability Restrictions on Transfer of Property* executed by Tamerlane LLC and the Former Agency as succeeded by the Housing Authority and recorded in Official Records on March 19, 2010 as Instrument No. 2010000131400.

**IX. 12181 Tamerlane Drive
(HOME Funds)**

1. *Affordable Housing Loan Agreement* dated as of December 14, 2004 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.
2. *Amended and Restated Option Agreement* dated as of June 8, 2010 between Tamerlane LLC and City recorded in Official Records on August 27, 2010 as Instrument No. 2010000420472.
3. *Promissory Note* dated as of December 15, 2004 in the original principal amount of \$391,911 made by Tamerlane LLC in favor of City.
4. *Deed of Trust and Assignment of Rents* dated of December 15, 2004 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City as beneficiary and recorded in Official Records on December 17, 2004 as Instrument No. 2004001122787.
5. *Regulatory Agreement* dated as of December 17, 2004 by and between City and Tamerlane LLC recorded in Official Records on December 17, 2004 as Instrument No. 2004001122788.

**X. 12182 Tamerlane Drive
(HOME Funds)**

1. *Affordable Housing Loan Agreement* dated as of December 13, 2005 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.
2. *Amended and Restated Option Agreement* dated as of June 8, 2010 between Tamerlane LLC and City recorded in Official Records on August 27, 2010 as Instrument No. 2010000420478.
3. *Promissory Note* dated as of December 19, 2005 in the original principal amount of \$428,075 made by Tamerlane LLC in favor of City.

4. *Deed of Trust and Assignment of Rents* dated of December 19, 2005 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, recorded in Official Records on January 6, 2006 as Instrument No. 2006000006912.
5. *Regulatory Agreement* dated as of December 19, 2005 by and between City and Tamerlane LLC recorded in Official Records on January 4, 2006 as Instrument No. 2006000006913.

**XI. 12201 Tamerlane Drive
(HOME Funds)**

1. *Affordable Housing Loan Agreement* dated as of December 14, 2004 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.
2. *Amended and Restated Option Agreement* dated as of June 8, 2010 between Tamerlane LLC and City recorded in Official Records on August 27, 2010 as Instrument No. 2010000420481.
3. *Promissory Note* dated as of December 15, 2004 in the original principal amount of \$391,911 made by Tamerlane LLC in favor of City.
4. *Deed of Trust and Assignment of Rents* dated of December 15, 2004 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, and recorded in Official Records on December 17, 2004 as Instrument No. 2004001122779.
5. *Regulatory Agreement* dated as of December 15, 2004 by and between City and Tamerlane LLC recorded in Official Records on December 17, 2004 as Instrument No. 2004001122780.

**XII. 12202 Tamerlane Drive
(HOME Funds)**

1. *Affordable Housing Loan Agreement* dated as of December 14, 2004 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.
2. *Amended and Restated Option Agreement* dated as of June 8, 2010 between Tamerlane LLC and City recorded in Official Records on August 27, 2010 as Instrument No. 2010000420481.
3. *Promissory Note* dated as of December 15, 2004 in the original principal amount of \$391,911 made by Tamerlane LLC in favor of City.
4. *Deed of Trust and Assignment of Rents* dated of December 15, 2004 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, and recorded in Official Records on December 17, 2004 as Instrument No. 2004001122779.
5. *Regulatory Agreement* dated as of December 15, 2004 by and between City and Tamerlane LLC recorded in Official Records on December 17, 2004 as Instrument No. 2004001122780.

XIII. 12211 Tamerlane Drive
(City General Fund as HOME Match)

1. *Affordable Housing Loan Agreement* dated as of May 8, 2012 by and between City and Tamerlane, LLC.
2. *Promissory Note* dated as of May 8, 2012 in the original principal amount of \$549,581 made by Tamerlane LLC in favor of City.
3. *Deed of Trust and Assignment of Rents* dated as of May 8, 2012 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, recorded in Official Records on June 22, 2012 as Instrument No. 2012000355036.
4. *Regulatory Agreement* dated as of May 8, 2012 by and between City and Tamerlane LLC recorded in Official Records on June 22, 2012 as Instrument No. 2012000355034.
5. *Option Agreement* dated as of May 8, 2012 between Tamerlane LLC and City and recorded in Official Records on June 22, 2012 as Instrument No. 2012000355037.
6. *Notice of Affordability Restrictions on Transfer of Property* executed by Tamerlane LLC and City and recorded in Official Records on June 22, 2012 as Instrument No. 20120003555035.

XIV. 12212 Tamerlane Drive
(HOME Funds)

1. *Affordable Housing Loan Agreement* dated as of April __ [sic], 2004 by and between City and Tamerlane LLC, , as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC, as further amended by that certain *First [sic] Amendment to Affordable Housing Loan Agreement and Regulatory Agreement* dated as of August 31, 2010 by and between City and Tamerlane LLC and recorded in Official Records on September 15, 2010 as Instrument No. 2010000456983.
2. *Amended and Restated Option Agreement* dated as of June 8, 2010 between Tamerlane LLC and City recorded in Official Records on August 27, 2010 as Instrument No. 2010000420480.
3. *Promissory Note* dated as of April 13, 2004 in the original principal amount of \$368,165 made by Tamerlane LLC in favor of City.
4. *Deed of Trust and Assignment of Rents* dated of April 13, 2004 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, and recorded in Official Records on May 4, 2004 as Instrument No. 2004000389228.
5. *Regulatory Agreement* dated as of April 13, 2004 by and between City and Tamerlane LLC recorded in Official Records on May 4, 2004 as Instrument No. 200400389229, as amended by that certain *First [sic] Amendment to Affordable Housing Loan Agreement and Regulatory Agreement* dated as of August 31, 2010 by and between City and Tamerlane LLC and recorded in Official Records on September 15, 2010 as Instrument No. 2010000456983

XV. 12222 Tamerlane Drive
(HOME Funds)

1. *Affordable Housing Loan Agreement* dated as of April 13, 2004 by and between City and Tamerlane LLC, , as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC, as further amended by that certain *First [sic] Amendment to Affordable Housing Loan Agreement and Regulatory Agreement* dated as of August 31, 2010 by and between City and Tamerlane LLC and recorded in Official Records on September 15, 2010 as Instrument No. 2010000456982.
2. *Amended and Restated Option Agreement* dated as of June 8, 2010 between Tamerlane LLC and City recorded in Official Records on August 27, 2010 as Instrument No. 201000020482.
3. *Promissory Note* dated as of April 13, 2004 in the original principal amount of \$422,248 made by Tamerlane LLC in favor of City.
4. *Deed of Trust and Assignment of Rents* dated of April 13, 2004 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, and recorded in Official Records on May 4, 2004 as Instrument No. 2004000389235.
5. *Regulatory Agreement* dated as of April 13, 2004 by and between City and Tamerlane LLC recorded in Official Records on May 4, 2004 as Instrument No. 200400389236, as amended by that certain *First [sic] Amendment to Affordable Housing Loan Agreement and Regulatory Agreement* dated as of August 31, 2010 by and between City and Tamerlane LLC and recorded in Official Records on September 15, 2010 as Instrument No. 2010000456982.

EXHIBIT B

LEGAL DESCRIPTION OF TAMERLANE PROPERTY

12131 Tamerlane Drive; Title Prelim Parcel 8

LOT 3 OF TRACT NO. 5503, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 201, PAGES 29 AND 30 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, CALIFORNIA.

12132 Tamerlane Drive; Title Prelim Parcel 7

LOT 4 OF TRACT NO. 5503, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 201, PAGES 29 AND 30 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ANY UNDERGROUND WATER WHICH MAY BE DEVELOPED IN, UNDER, OR UPON SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS PROVIDED IN THE DEED RECORDED IN BOOK 7111, PAGES 715, OFFICIAL RECORDS.

12141 Tamerlane Drive; Title Prelim Parcel 9

Parcel 9A:

LOT 2 OF TRACT NO. 5503, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE COUNTY, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 201 PAGES 29 AND 30 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY.

Parcel 9B:

THE RIGHT OF ACCESS OVER THE EAST 27 FEET OF THE WEST 47 FEET AND THE ENTIRE 12.5 FEET EXCEPT THE WEST 20 FEET OF LOT 3 OF SAID TRACT.

Parcel 9C:

THE RIGHT OF ACCESS OVER THE EAST 27 FEET OF THE WEST 47 FEET OF LOT 1 OF SAID TRACT.

12142 Tamerlane Drive; Title Prelim Parcel 15

Parcel 15A:

LOT 5 OF TRACT NO. 5503, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 201, PAGES 29 AND 30 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Parcel 15B:

THE RIGHT OF ACCESS OVER THE WEST 27 FEET OF THE EAST 47 FEET OF LOT 6 OF SAID TRACT NO. 5503

12161 Tamerlane Drive; Title Prelim Parcel 10

Parcel 10A:

LOT 1 OF TRACT NO. 5503, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE COUNTY, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 201 PAGES 29 AND 30 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY.

Parcel 10B:

THE RIGHT OF ACCESS OVER THE EAST 27 FEET OF THE WEST 47 FEET AND THE ENTIRE 12.5 FEET EXCEPT THE WEST 20 FEET OF LOT 3 OF SAID TRACT.

Parcel 10C:

THE RIGHT OF ACCESS OVER THE EAST 27 FEET OF THE WEST 47 FEET AND THE ENTIRE NORTH 12.5 FEET EXCEPT THE WEST 20 FEET OF LOT 2 OF SAID TRACT.

12162 Tamerlane Drive; Title Prelim Parcel 6

Parcel 6A:

LOT 6 OF TRACT NO. 5503, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE COUNTY, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 201 PAGES 29 AND 30 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY.

EXCEPTING ALL UNDERGROUND WATER LYING BENEATH THE HEREIN DESCRIBED TRACT, BUT WITHOUT THE RIGHT OF ENTRY TO THE SURFACE THEREOF FOR THE PURPOSE OF PROCURING WATER, AS CONVEYED TO THE CITY OF GARDEN GROVE.

Parcel 6B:

THE RIGHT OF ACCESS OVER THE WEST 27 FEET OF THE EAST 47 FEET AND THE ENTIRE 12.5 FEET EXCEPT THE EAST 20 FEET OF LOT 5 OF SAID TRACT.

Parcel 6C:

THE RIGHT OF ACCESS OVER THE WEST 27 FEET OF THE EAST 47 FEET AND THE ENTIRE NORTH 12.5 FEET EXCEPT THE EAST 20 FEET OF LOT 4 OF SAID TRACT.

12171 Tamerlane Drive; Title Prelim Parcel 11

LOT 1 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 92 PAGES 31 AND 32 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

12172 Tamerlane Drive; Title Prelim Parcel 5

LOT 10 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 92, PAGE 31 AND 32 MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

12181 Tamerlane Drive; Title Prelim Parcel 12

LOT 2 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE COUNTY, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 92, PAGES 31 AND 32 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

12182 Tamerlane Drive; Title Prelim Parcel 4

LOT 9 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 92, PAGES 31 AND 32 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

12201 Tamerlane Drive; Title Prelim Parcel 13

LOT 3 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 92, PAGES 31 AND 32 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

12202 Tamerlane Drive; Title Prelim Parcel 3

LOT 8 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 92, PAGES 31 AND 32 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, CALIFORNIA.

12211 Tamerlane Drive; Title Prelim Parcel 14

LOT 4 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 92, PAGES 31 AND 32 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

12212 Tamerlane Drive; Title Prelim Parcel 2

LOT 7 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 92, PAGES 31 AND 32 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, CALIFORNIA.

12222 Tamerlane Drive; Title Prelim Parcel 1

LOT 6 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 92, PAGES 31 AND 32 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, CALIFORNIA.

APN: 231-471-31; APN: 231-471-32; APN: 231-471-33; APN: 231-471-34; APN: 231-471-35;
APN: 231-471-36; APN: 231-471-37; APN: 231-471-38; APN: 231-471-39; APN: 231-471-40;
APN: 231-471-41; APN: 231-471-42; APN: 231-471-43; APN: 231-471-44; APN: 231-471-45

EXHIBIT C

Termination of Option Agreements

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

TERMINATION OF OPTION AGREEMENTS

This **TERMINATION OF OPTION AGREEMENTS** (“**Termination**”) is entered into as of _____, 2022, by and between the City of Garden Grove, a California municipal corporation (“**City**”), the Garden Grove Housing Authority, a public body corporate and politic and serving as housing successor to the former Garden Grove Agency for Community Development (“**Housing Authority**”), and New Tamerlane, LLC, a California limited liability company (“**Owner**”). Each of City, Housing Authority and Owner is a “**Party**” and together are the “**Parties**”. This Termination is entered into with reference to the following facts:

RECITALS

A. Owner is the fee owner of that certain property described on Exhibit A attached and fully incorporated herein (collectively, the “**Tamerlane Property**”).

B. The Housing Authority is a public body corporate and politic, organized and existing pursuant to the California Housing Authorities Law, Health and Safety Code Section 34200, *et seq.*; further, the Housing Authority serves as the “housing successor” to the former and dissolved Garden Grove Agency for Community Development (“**Former Agency**”). The Housing Authority succeeded the Former Agency by operation of law and by action of the City Council of the City of Garden Grove and as approved by the State of California, Department of Finance, as the “housing successor” pursuant to Part 1.8, Division 24, Section 34160, *et seq.* and Part 1.85, Division 24, Section 34170, *et seq.* of the California Health and Safety Code (together, “**Housing Successor Law**”).

C. City is the holder of certain options granted by Owner’s predecessor-in-interest to the Tamerlane Property to purchase portions of the Tamerlane Property, which options are listed on Exhibit B attached and fully incorporated herein (the “**City Options**”).

D. Housing Authority is the holder of certain options granted by Owner’s predecessor-in-interest to the Tamerlane Property to purchase portions of the Tamerlane Property, which options are listed on Exhibit C attached and fully incorporated herein (the “**Housing Authority Options**”).

Exhibit C

Termination of Option Agreements

Page 1 of 3

Page 39 of 355

E. City and Housing Authority wish to terminate and release their respective City Options and Housing Authority Options on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Termination of Options. City hereby terminates and releases the City Options. Housing Authority hereby terminates and releases the Housing Authority Options. From and after the date of this Termination, the City Options and Housing Authority Options shall be of no further force or effect.

2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to conflict of laws principles.

3. Attorneys' Fees. If any action or other proceeding is brought to interpret or enforce any provision of this Agreement, the prevailing Party shall be entitled to recover attorneys' fees and expenses.

4. Binding Effect. This Termination shall be binding upon, and shall inure to the benefit of the Parties and their respective successors and assigns, or heirs and personal representatives, as applicable.

5. Counterparts. This Termination may be executed in any number of counterparts and by different Parties hereto on separate counterparts, each of which, when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, this Termination has been executed by Owner, City and Housing Authority as of the date first above written.

OWNER:

NEW TAMERLANE, LLC,
a California limited liability company

By Affordable Housing Access, Inc.,
a California nonprofit public benefit corporation,
its Manager

By: _____

Name: _____

Its: _____

CITY:

CITY OF GARDEN GROVE,
a California municipal corporation

By: _____
City Manager

HOUSING AUTHORITY

GARDEN GROVE HOUSING AUTHORITY,
a public body corporate and politic

By: _____
Authority Director

ATTEST:

City Clerk and Authority Secretary

APPROVED AS TO FORM:

Stradling Yocca Carlson & Rauth
Special Counsel to City and Housing Authority

EXHIBIT D

**Amendment to Tamerlane Affordable Housing
Loan Agreements and Regulatory Agreements**

**Recording Requested By and
When Recorded Mail To:**

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

*This document is exempt from the
payment of a recording fee pursuant to
Government Code Section 27383.*

**AMENDMENT TO TAMERLANE AFFORDABLE HOUSING
LOAN AGREEMENTS AND REGULATORY AGREEMENTS**

This **AMENDMENT TO TAMERLANE AFFORDABLE HOUSING LOAN AGREEMENTS AND REGULATORY AGREEMENTS** (“Amendment”) dated as of October 11, 2022, is entered into by and among **NEW TAMERLANE, LLC**, a California limited liability company (“Owner”) and **CITY OF GARDEN GROVE**, a California municipal corporation (“City”), and **GARDEN GROVE HOUSING AUTHORITY**, a public body corporate and politic (“Housing Authority”. Together, City and Housing Authority may be referred to as “Garden Grove” and each of Owner, City and Housing Authority is a “Party” and together are the “Parties”. This Amendment is entered into with reference to the following facts:

RECITALS

A. The City is a California municipal corporation and general law city.

B. The Garden Grove Housing Authority is a public body corporate and politic, organized and existing pursuant to the California Housing Authorities Law, Health and Safety Code Section 34200, *et seq.*; further, the Housing Authority serves as the “housing successor” former and dissolved Garden Grove Agency for Community Development (“Former Agency”). The Housing Authority succeeded the Former Agency by operation of law and by action of the City Council of the City of Garden Grove and as approved by the State of California, Department of Finance, as the “housing successor” pursuant to Part 1.8, Division 24, Section 34160, *et seq.* and Part 1.85, Division 24, Section 34170, *et seq.* of the California Health and Safety Code (“HSC” and together, “Housing Successor Law”).

C. Owner is successor-in-interest to Tamerlane Associates, LLC, a Californian limited liability company (“Preceding Owner”).

Exhibit D
Amendment to Tamerlane Affordable Housing
Loan Agreements and Regulatory Agreements

D. Preceding Owner and the City as to thirteen of the 15 loans described herein, and Preceding Owner and the Housing Authority as to two of the 15 loans described herein, are parties to a series of loan agreements and implementing loan documents and regulatory agreements as listed on the attached and fully incorporated exhibits: (i) Exhibit A as to 10 of 15 properties' loan agreements and regulatory agreements (together, "Ten City and Owner Agreements"), (ii) Exhibit C as to 3 of 15 properties' loan agreements and regulatory agreements (together, "Three Additional City and Owner Agreements", and (iii) Exhibit D as to 2 of 15 properties' loan agreements and regulatory agreements (together, "Two Housing Authority and Owner Agreements". Together all fifteen loan agreements including any existing amendments thereto may be referred to as the "Garden Grove Loans"; and all fifteen regulatory agreements including any existing amendments thereto may be referred to as the "Regulatory Agreements".)

E. The Garden Grove Loans were used in part to finance fifteen properties that are improved with a total of 78 apartments for Preceding Owner's acquisition, rehabilitation, and operation of affordable housing at each property pursuant to the applicable agreements.

F. Of even date with this Amendment, all fifteen properties have been sold by Preceding Owner to the Owner and, together, may be referred to as the "Tamerlane Property". The legal descriptions of the fifteen properties that comprise the Tamerlane Property is set forth in Exhibit B, Legal Descriptions of Tamerlane Properties, attached and fully incorporated herein.

G. In connection with the sale of the Tamerlane Property, Preceding Owner assigned all its rights under the Garden Grove Loans and the Regulatory Agreements to Owner, and Owner assumed all the duties, obligations and responsibilities under the Garden Grove Loans and Regulatory Agreements, and City consented to the foregoing, all as more fully set forth in that certain unrecorded *Assignment and Assumption Agreement* of even date herewith and executed by and among Preceding Owner, Owner, and Garden Grove ("Assignment").

H. The Regulatory Agreements each and collectively restrict the use, leasing, ownership, property management, and maintenance of the Tamerlane Property and covenant and restrict the operation thereof as affordable housing for low income households, as more particularly listed and enumerated on Exhibit A, Exhibit C and Exhibit D.

I. Further, under the Assignment, Owner and Garden Grove agreed to amend certain provisions of the Ten City and Owner Agreements to state and extend the "maturity date" of each of the ten loans until December 31, 2025, and to amend the expiration date of the respective ten Regulatory Agreements to December 31, 2025, all in order to create interim extension periods for the series of Ten City and Owner Agreements, which series of instruments are listed in Exhibit A.

J. Further, under the Assignment, Owner and Garden Grove agreed to affirm their mutual and respective intentions to amend, restate, and restructure the terms and conditions of all of the Garden Grove Loans and Regulatory Agreements, as listed in Exhibits A, C and D, for a reset term of 55-years with affordable housing restrictions for the 78 apartments that comprise the Tamerlane Property.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

Section 1. Amendment of Ten City and Owner Agreements. Each of the Ten City and Owner Agreements shall be amended and restated and extended until December 31, 2025 as follows:

1.1 Maturity Date of Garden Grove Loans Extended and Amended to December 31, 2025. Effective as of the date hereof, the final paragraph of Section 301 as to the ten Garden Grove Loans and implementing instruments as listed in Exhibit A shall be amended and extended until December 31, 2025 (“Maturity Date”) as follows:

(a) “The Property shall be subject to the requirements of this Article 300 from the date of Owner’s acquisition of the Property until December 31, 2025 (“Maturity Date”). The Garden Grove Loan shall mature and be due on the Maturity Date of December 31, 2025, unless earlier and otherwise extended, amended or restated by the parties prior to such date, and unless earlier accelerated due to an event of default.”

1.2 Affordability Period under Regulatory Agreements Extended and Amended to December 31, 2025. Effective as of the date hereof, the final paragraph of Section 301 of the Regulatory Agreements as listed in Exhibit A shall be amended, restated and extended until December 31, 2025 (“Affordability Period”) as follows:

(a) “The Property shall be subject to the requirements of this Article 300 from the date of Owner’s acquisition of the Property until December 31, 2025. The duration of this requirement shall be known as the “Affordability Period” and such date is of even date with the Maturity Date of the Garden Grove Loan, unless earlier and otherwise extended, amended or restated by the parties prior to such date, and unless earlier accelerated due to an event of default.”

Section 2. Affirmation of Parties Intentions for Ownership and Operation of the Tamerlane Property under an Amended and Restated Affordable Housing Agreement. By this Amendment, Owner, City and Housing Authority desire to state their mutual and respective intentions to amend, restate, and restructure the terms and conditions of all of the Garden Grove Loans and Regulatory Agreements, as listed in Exhibits A, C and D, for a reset term of 55-years with affordable housing restrictions for the apartments that comprise the Tamerlane Property for occupancy by qualified tenants in compliance with Housing Successor Law and the Housing Authorities Law (HAL), and that such Regulatory Agreements, as amended and restated, shall in all respects be and remain senior and nonsubordinate to any and all monetary liens and encumbrances now or in the future during the 55-year Affordability Period. Nothing in the foregoing prejudices or predetermines the exercise of discretion by the City Council and/or Housing Authority board at such time when the amended and restated or other agreement or agreements amending the Garden Grove Loans and Regulatory Agreements are presented to such governmental bodies for consideration and action, except as agreed between Owner, City and/or Authority in the first sentence of this Section 2, the parties shall retain complete discretion with respect to any further agreements between the parties.

Section 3. No Other Amendment. All other provisions of the Garden Grove Loan Documents not modified herein shall remain in full force and effect.

Section 4. Counterparts. This Amendment may be executed in any number of counterparts and by different Parties hereto on separate counterparts, each of which, when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

[Signature blocks begin on next page]

IN WITNESS WHEREOF, this *Amendment to Tamerlane Affordable Housing Loan Agreements and Regulatory Agreements* has been executed by Owner, City and Housing Authority as of the date first above written.

OWNER:

NEW TAMERLANE, LLC,
a California limited liability company

By Affordable Housing Access, Inc.,
a California nonprofit public benefit corporation,
its Manager

By: _____
Name: _____
Its: _____

[Signatures continue on next page]

[Signatures for *Amendment to Tamerlane Affordable Housing Loan Agreements and Regulatory Agreements* continued from previous page]

CITY:

CITY OF GARDEN GROVE,
a California municipal corporation

By: _____
City Manager

HOUSING AUTHORITY

GARDEN GROVE HOUSING AUTHORITY,
a public body corporate and politic

By: _____
Authority Director

ATTEST:

City Clerk and Authority Secretary

APPROVED AS TO FORM:

Stradling Yocca Carlson & Rauth
Special Counsel to City and Housing Authority

EXHIBIT D

Exhibit A to Amendment to Tamerlane Affordable Housing Loan Agreements and Regulatory Agreements

TEN CITY AND OWNER AGREEMENTS

Certain terms used in this Exhibit A are defined as follows:

“**City**” shall mean City of Garden Grove, a California municipal corporation.

“**Tamerlane LLC**” shall mean Tamerlane Associates, LLC, a California limited liability company.

XVI. 12131 Tamerlane Drive Garden Grove Loan Documents (CDBG Funds)

1. *Affordable Housing Loan Agreement* dated as of December 12, 2006 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.
2. *Promissory Note* dated as of December 13, 2006 in the original principal amount of \$665,604 made by Tamerlane LLC in favor of City.
3. *Deed of Trust and Assignment of Rents* dated as of December 13, 2006 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, recorded in the Official Records on December 21, 2006 as Instrument No. 2006000854221.
4. *Regulatory Agreement* dated as of December 13, 2006 by and between City and Tamerlane LLC recorded in the Official Records on December 21, 2006 as Instrument No. 2006000854223.

XVII. 12141 Tamerlane Drive Garden Grove Loan Documents (HOME Funds)

1. *Affordable Housing Loan Agreement* dated as of June 14, 2005 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.
2. *Promissory Note* dated as of July 6, 2005 in the original principal amount of \$558,457 made by Tamerlane LLC in favor of City.
3. *Deed of Trust and Assignment of Rents* dated of July 6, 2005 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, with the City, as beneficiary, recorded in the Official Records on July 12, 2005 as Instrument No. 2005000538724.
4. *Regulatory Agreement* dated as of July 6, 2005 by and between City and Tamerlane LLC recorded in the Official Records on July 12, 2005 as Instrument No. 2005000538726.

XVIII. 12161 Tamerlane Drive
(HOME Funds)

1. *Affordable Housing Loan Agreement* dated as of April 25, 2006 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.
2. *Promissory Note* dated as of May 30, 2006 in the original principal amount of \$608,900 made by Tamerlane LLC in favor of City.
3. *Deed of Trust and Assignment of Rents* dated of June 2, 2006 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, recorded in Official Records on June 2, 2006 as Instrument No. 2006000373501.
4. *Regulatory Agreement* dated as of May 30, 2006 by and between City and Tamerlane LLC recorded in Official Records on June 6, 2006 as Instrument No. 2006000373502.

XIX. 12171 Tamerlane Drive
(HOME Funds)

1. *Affordable Housing Loan Agreement* dated as of August 8, 2006 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.
2. *Promissory Note* dated as of August 10, 2006 in the original principal amount of \$628,094 made by Tamerlane LLC in favor of City.
3. *Deed of Trust and Assignment of Rents* dated of August 10, 2006 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City as beneficiary, recorded in Official Records on August 15, 2006 as Instrument No. 2006000544900.
4. *Regulatory Agreement* dated as of August 10, 2006 by and between City and Tamerlane LLC recorded in Official Records on August 15, 2006 as Instrument No. 2006000544901.

XX. 12181 Tamerlane Drive
(HOME Funds)

1. *Affordable Housing Loan Agreement* dated as of December 14, 2004 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.
2. *Promissory Note* dated as of December 15, 2004 in the original principal amount of \$391,911 made by Tamerlane LLC in favor of City.
3. *Deed of Trust and Assignment of Rents* dated of December 15, 2004 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City as beneficiary and recorded in Official Records on December 17, 2004 as Instrument No. 2004001122787.
4. *Regulatory Agreement* dated as of December 17, 2004 by and between City and Tamerlane LLC recorded in Official Records on December 17, 2004 as Instrument No. 2004001122788.

XXI. 12182 Tamerlane Drive
(HOME Funds)

1. *Affordable Housing Loan Agreement* dated as of December 13, 2005 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.
2. *Promissory Note* dated as of December 19, 2005 in the original principal amount of \$428,075 made by Tamerlane LLC in favor of City.
3. *Deed of Trust and Assignment of Rents* dated of December 19, 2005 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, recorded in Official Records on January 6, 2006 as Instrument No. 2006000006912.
4. *Regulatory Agreement* dated as of December 19, 2005 by and between City and Tamerlane LLC recorded in Official Records on January 4, 2006 as Instrument No. 2006000006913.

XXII. 12201 Tamerlane Drive
(HOME Funds)

1. *Affordable Housing Loan Agreement* dated as of December 14, 2004 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.
2. *Promissory Note* dated as of December 15, 2004 in the original principal amount of \$391,911 made by Tamerlane LLC in favor of City.
3. *Deed of Trust and Assignment of Rents* dated of December 15, 2004 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, and recorded in Official Records on December 17, 2004 as Instrument No. 2004001122779.
4. *Regulatory Agreement* dated as of December 15, 2004 by and between City and Tamerlane LLC recorded in Official Records on December 17, 2004 as Instrument No. 2004001122780.

XXIII. 12202 Tamerlane Drive
(HOME Funds)

1. *Affordable Housing Loan Agreement* dated as of December 14, 2004 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.
2. *Promissory Note* dated as of December 15, 2004 in the original principal amount of \$391,911 made by Tamerlane LLC in favor of City.
3. *Deed of Trust and Assignment of Rents* dated of December 15, 2004 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, and recorded in Official Records on December 17, 2004 as Instrument No. 2004001122779.
4. *Regulatory Agreement* dated as of December 15, 2004 by and between City and Tamerlane LLC recorded in Official Records on December 17, 2004 as Instrument No. 2004001122780.

XXIV. 12212 Tamerlane Drive
(HOME Funds)

1. *Affordable Housing Loan Agreement* dated as of April __ [sic], 2004 by and between City and Tamerlane LLC, , as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC, as further amended by that certain *First [sic] Amendment to Affordable Housing Loan Agreement and Regulatory Agreement* dated as of August 31, 2010 by and between City and Tamerlane LLC and recorded in Official Records on September 15, 2010 as Instrument No. 2010000456983.
2. *Promissory Note* dated as of April 13, 2004 in the original principal amount of \$368,165 made by Tamerlane LLC in favor of City.
3. *Deed of Trust and Assignment of Rents* dated of April 13, 2004 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, and recorded in Official Records on May 4, 2004 as Instrument No. 2004000389228.
4. *Regulatory Agreement* dated as of April 13, 2004 by and between City and Tamerlane LLC recorded in Official Records on May 4, 2004 as Instrument No. 200400389229, as amended by that certain *First [sic] Amendment to Affordable Housing Loan Agreement and Regulatory Agreement* dated as of August 31, 2010 by and between City and Tamerlane LLC and recorded in Official Records on September 15, 2010 as Instrument No. 2010000456983

XXV. 12222 Tamerlane Drive
(HOME Funds)

1. *Affordable Housing Loan Agreement* dated as of April 13, 2004 by and between City and Tamerlane LLC, , as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC, as further amended by that certain *First [sic] Amendment to Affordable Housing Loan Agreement and Regulatory Agreement* dated as of August 31, 2010 by and between City and Tamerlane LLC and recorded in Official Records on September 15, 2010 as Instrument No. 2010000456982.
2. *Promissory Note* dated as of April 13, 2004 in the original principal amount of \$422,248 made by Tamerlane LLC in favor of City.
3. *Deed of Trust and Assignment of Rents* dated of April 13, 2004 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, and recorded in Official Records on May 4, 2004 as Instrument No. 2004000389235.
4. *Regulatory Agreement* dated as of April 13, 2004 by and between City and Tamerlane LLC recorded in Official Records on May 4, 2004 as Instrument No. 200400389236, as amended by that certain *First [sic] Amendment to Affordable Housing Loan Agreement and Regulatory Agreement* dated as of August 31, 2010 by and between City and Tamerlane LLC and recorded in Official Records on September 15, 2010 as Instrument No. 2010000456982.

EXHIBIT D

Exhibit B Amendment to Tamerlane Affordable Housing Loan Agreements and Regulatory Agreements

LEGAL DESCRIPTION OF TAMERLANE PROPERTY

1. 12131 Tamerlane Drive; Title Prelim Parcel 8

LOT 3 OF TRACT NO. 5503, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 201, PAGES 29 AND 30 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, CALIFORNIA.

2. 12132 Tamerlane Drive; Title Prelim Parcel 7

LOT 4 OF TRACT NO. 5503, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 201, PAGES 29 AND 30 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ANY UNDERGROUND WATER WHICH MAY BE DEVELOPED IN, UNDER, OR UPON SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS PROVIDED IN THE DEED RECORDED IN BOOK 7111, PAGES 715, OFFICIAL RECORDS.

3. 12141 Tamerlane Drive; Title Prelim Parcel 9

Parcel 9A:

LOT 2 OF TRACT NO. 5503, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE COUNTY, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 201 PAGES 29 AND 30 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY.

Parcel 9B:

THE RIGHT OF ACCESS OVER THE EAST 27 FEET OF THE WEST 47 FEET AND THE ENTIRE 12.5 FEET EXCEPT THE WEST 20 FEET OF LOT 3 OF SAID TRACT.

Parcel 9C:

THE RIGHT OF ACCESS OVER THE EAST 27 FEET OF THE WEST 47 FEET OF LOT 1 OF SAID TRACT.

4. 12142 Tamerlane Drive; Title Prelim Parcel 15

Parcel 15A:

LOT 5 OF TRACT NO. 5503, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 201, PAGES 29 AND 30 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Parcel 15B:

THE RIGHT OF ACCESS OVER THE WEST 27 FEET OF THE EAST 47 FEET OF LOT 6 OF SAID TRACT NO. 5503

5. 12161 Tamerlane Drive; Title Prelim Parcel 10

Parcel 10A:

LOT 1 OF TRACT NO. 5503, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE COUNTY, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 201 PAGES 29 AND 30 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY.

Parcel 10B:

THE RIGHT OF ACCESS OVER THE EAST 27 FEET OF THE WEST 47 FEET AND THE ENTIRE 12.5 FEET EXCEPT THE WEST 20 FEET OF LOT 3 OF SAID TRACT.

Parcel 10C:

THE RIGHT OF ACCESS OVER THE EAST 27 FEET OF THE WEST 47 FEET AND THE ENTIRE NORTH 12.5 FEET EXCEPT THE WEST 20 FEET OF LOT 2 OF SAID TRACT.

6. 12162 Tamerlane Drive; Title Prelim Parcel 6

Parcel 6A:

LOT 6 OF TRACT NO. 5503, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE COUNTY, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 201 PAGES 29 AND 30 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY.

EXCEPTING ALL UNDERGROUND WATER LYING BENEATH THE HEREIN DESCRIBED TRACT, BUT WITHOUT THE RIGHT OF ENTRY TO THE SURFACE THEREOF FOR THE PURPOSE OF PROCURING WATER, AS CONVEYED TO THE CITY OF GARDEN GROVE.

Parcel 6B:

THE RIGHT OF ACCESS OVER THE WEST 27 FEET OF THE EAST 47 FEET AND THE ENTIRE 12.5 FEET EXCEPT THE EAST 20 FEET OF LOT 5 OF SAID TRACT.

Parcel 6C:

THE RIGHT OF ACCESS OVER THE WEST 27 FEET OF THE EAST 47 FEET AND THE ENTIRE NORTH 12.5 FEET EXCEPT THE EAST 20 FEET OF LOT 4 OF SAID TRACT.

7. 12171 Tamerlane Drive; Title Prelim Parcel 11

LOT 1 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 92 PAGES 31 AND 32 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

8. 12172 Tamerlane Drive; Title Prelim Parcel 5

LOT 10 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 92, PAGE 31 AND 32 MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

9. 12181 Tamerlane Drive; Title Prelim Parcel 12

LOT 2 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE COUNTY, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 92, PAGES 31 AND 32 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

10. 12182 Tamerlane Drive; Title Prelim Parcel 4

LOT 9 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 92, PAGES 31 AND 32 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

11. 12201 Tamerlane Drive; Title Prelim Parcel 13

LOT 3 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 92, PAGES 31 AND 32 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

12. 12202 Tamerlane Drive; Title Prelim Parcel 3

LOT 8 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 92, PAGES 31 AND 32 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, CALIFORNIA.

13. 12211 Tamerlane Drive; Title Prelim Parcel 14

LOT 4 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 92, PAGES 31 AND 32 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

14. 12212 Tamerlane Drive; Title Prelim Parcel 2

LOT 7 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 92, PAGES 31 AND 32 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, CALIFORNIA.

15. 12222 Tamerlane Drive; Title Prelim Parcel 1

LOT 6 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 92, PAGES 31 AND 32 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, CALIFORNIA.

APN: 231-471-31; APN: 231-471-32; APN: 231-471-33; APN: 231-471-34; APN: 231-471-35;

APN: 231-471-36; APN: 231-471-37; APN: 231-471-38; APN: 231-471-39; APN: 231-471-40;

APN: 231-471-41; APN: 231-471-42; APN: 231-471-43; APN: 231-471-44; APN: 231-471-45

EXHIBIT D

Exhibit C to Amendment to Tamerlane Affordable Housing Loan Agreements and Regulatory Agreements

THREE ADDITIONAL CITY AND OWNER AGREEMENTS

I. 12132 Tamerlane Drive Garden Grove Loan Documents (HOME Funds and Former Agency/Housing Successor Housing Funds)

1. *Affordable Housing Loan Agreement* dated as of September 12, 2006 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of October 6, 2006 by and between City and Tamerlane LLC, as further amended by that certain *Second Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.
2. *Amended and Restated Option Agreement* dated as of June 8, 2010 between Tamerlane LLC and City recorded in the Official Records on August 27, 2010 as Instrument No. 2010000420476.
3. *Promissory Note* dated as of September 14, 2006 in the original principal amount of \$742,654 made by Tamerlane LLC in favor of City, as amended by that certain *First Amendment to Promissory Note* dated as of October 6, 2006 reducing the principal amount outstanding to \$714,154.
4. *Deed of Trust and Assignment of Rents* dated of December 13, 2006 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, recorded in the Official Records on December 21, 2006 as Instrument No. 2006000854221 as amended by that certain *First Modification of Deed of Trust* dated as of October 6, 2006 by and between Tamerlane LLC, Trustee and City and recorded in the Official Records on October 20, 2005 as Instrument No. 2006000708801.
5. *Regulatory Agreement* dated as of December 13, 2006 by and between City and Tamerlane LLC recorded in the Official Records on December 21, 2006 as Instrument No. 2006000854223.

II. 12142 Tamerlane Drive (City General Fund)

1. *Affordable Housing Loan Agreement* dated as of January 24, 2012 by and between City and Tamerlane, LLC.
2. *Promissory Note* dated as of January 26, 2012 in the original principal amount of \$1,190,992 made by Tamerlane LLC in favor of City.
3. *Deed of Trust and Assignment of Rents* dated as of January 26, 2012 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City as beneficiary recorded in Official Records on March 13, 2012 as Instrument No. 2012000143744.
4. *Regulatory Agreement* dated as of January 26, 2012 by and between City and Tamerlane LLC recorded in Official Records on March 13, 2012 as Instrument No. 2012000143742.

5. *Option Agreement* dated as of January 24, 2012 between Tamerlane LLC and City and recorded in Official Records on March 13, 2012 as Instrument No. 2012000143745.
6. *Notice of Affordability Restrictions on Transfer of Property* executed by Tamerlane LLC and City and recorded in Official Records on March 13, 2012 as Instrument No. 2012000143743.

**III. 12211 Tamerlane Drive
(City General Fund as HOME Match)**

1. *Affordable Housing Loan Agreement* dated as of May 8, 2012 by and between City and Tamerlane, LLC.
2. *Promissory Note* dated as of May 8, 2012 in the original principal amount of \$549,581 made by Tamerlane LLC in favor of City.
3. *Deed of Trust and Assignment of Rents* dated as of May 8, 2012 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, recorded in Official Records on June 22, 2012 as Instrument No. 2012000355036.
4. *Regulatory Agreement* dated as of May 8, 2012 by and between City and Tamerlane LLC recorded in Official Records on June 22, 2012 as Instrument No. 2012000355034.
5. *Option Agreement* dated as of May 8, 2012 between Tamerlane LLC and City and recorded in Official Records on June 22, 2012 as Instrument No. 2012000355037.
6. *Notice of Affordability Restrictions on Transfer of Property* executed by Tamerlane LLC and City and recorded in Official Records on June 22, 2012 as Instrument No. 2012000355035.

EXHIBIT D

Exhibit D to Amendment to Tamerlane Affordable Housing Loan Agreements and Regulatory Agreements

TWO ADDITIONAL HOUSING AUTHORITY AND OWNER AGREEMENTS

Certain terms used in this Exhibit A are defined as follows:

“**City**” shall mean City of Garden Grove, a California municipal corporation.

“**Housing Authority**” shall mean the Garden Grove Housing Authority, a public body corporate and politic.

“**Tamerlane LLC**” shall mean Tamerlane Associates, LLC, a California limited liability company.

I. 12162 Tamerlane Drive (Former Agency/Housing Successor Housing Funds)

1. *Affordable Housing Loan Agreement* dated as of February 9, 2010 by and between Tamerlane LLC and the former Garden Grove Agency for Community Developer (“Former Agency”) which entity was succeeded by the Garden Grove Housing Authority, as housing successor under the Housing Successor Law.
2. *Option Agreement* dated as of February 9, 2010 between Tamerlane LLC and Former Agency, as succeeded by the Housing Authority, recorded in Official Records on March 19, 2010 as Instrument No. 2010000131392.
3. *Option Agreement* dated as of January 24, 2012 between the City and Tamerlane LLC recorded in Official Records on March 1, 2012 as Instrument No. 2012000118089, which option is junior and subordinate to the option granted to the Former Agency, as succeeded by the Housing Authority.
4. *Promissory Note* dated as of February 9, 2010 in the original principal amount of \$592,076 made by Tamerlane LLC in favor of the Former Agency, as succeeded by the Housing Authority.
5. *Deed of Trust and Assignment of Rents* dated of February 9, 2010 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the Former Agency as succeeded by the Housing Authority, as beneficiary, recorded in Official Records on March 19, 2010 as Instrument No. 2010000131391.
6. *Regulatory Agreement* dated as of February 9, 2010 by and between Tamerlane LLC and the Former Agency as succeeded by the Housing Authority recorded in Official Records on March 19, 2010 as Instrument No. 2010000131389.
7. *Notice of Affordability Restrictions on Transfer of Property* executed by Tamerlane LLC and the Former Agency as succeeded by the Housing Authority and recorded in Official Records on March 19, 2010 as Instrument No. 2010000131390.

II. 12172 Tamerlane Drive
(Former Agency/Housing Successor Housing Funds)

1. *Affordable Housing Loan Agreement* dated as of February 9, 2010 by and between Tamerlane LLC and the Former Agency as succeeded by the Housing Authority Tamerlane LLC.
2. *Option Agreement* dated as of February 9, 2010 between Tamerlane LLC and Former Agency, as succeeded by the Housing Authority, recorded in Official Records on March 19, 2010 as Instrument No. 2010000131402.
3. *Option Agreement* dated as of January 24, 2012 between Tamerlane LLC and the City recorded in Official Records on June 27, 2012 as Instrument No. 2012000364678, which option is junior and subordinate to the option granted to the Former Agency, as succeeded by the Housing Authority.
4. *Promissory Note* dated as of February 9, 2010 in the original principal amount of \$980,649 made by Tamerlane LLC in favor of City, as successor in interest to the Garden Grove Agency for Community Development.
5. *Deed of Trust and Assignment of Rents* dated of March 19, 2010 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and the Former Agency as succeeded by the Housing Authority, as beneficiary, and recorded in Official Records on March 19, 2010 as Instrument No. 2010000131401.
6. *Regulatory Agreement* dated as of February 9, 2010 by and between Tamerlane LLC and the Former Agency as succeeded by the Housing Authority and recorded in Official Records on March 19, 2010 as Instrument No. 2010000131399.
7. *Notice of Affordability Restrictions on Transfer of Property* executed by Tamerlane LLC and the Former Agency as succeeded by the Housing Authority and recorded in Official Records on March 19, 2010 as Instrument No. 2010000131400.

EXHIBIT E

Form of Subordination Agreement

WHEN RECORDED MAIL TO:)
)
Century Housing Corporation)
1000 Corporate Pointe)
Culver City, CA 90230)
Attention: Legal Department)

Space Above This Line For Recorder's Use

NOTICE

THIS SUBORDINATION AGREEMENT
RESULTS IN YOUR SECURITY INTERESTS IN THE PROPERTY BECOMING
SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR
LATER SECURITY INSTRUMENT

This SUBORDINATION AGREEMENT is made this ___ day of ___, ___, by
___, a ___
("Borrower"), ___, a ___ ("Century"), and
___, a ___ ("Lender").

RECITALS

A. Borrower has executed, or is about to execute that certain Deed of Trust ("Lender Deed") encumbering that certain real property located in the County of
___, State of California, as more particularly described in Exhibit A attached hereto (the "Property"). The Lender Deed will be recorded in the ___ County Official Records ("Official Records"). The Lender Deed secures Borrower's obligations under a promissory note in favor of Lender (the "Lender Note") in the amount of \$___.

B. Borrower has executed, or is about to execute a promissory note in favor of Century in the face amount of \$___ ("Century Note") of even date herewith, and evidencing a loan (the "Century Loan") in such amount to Borrower by Century. The Century Note is to be secured by a deed of trust executed by Borrower of even date herewith in favor of Century, encumbering the Property which will be recorded in the Official Records ("Century Deed").

C. As a condition of making the Century Loan, Century requires that the Century Deed be unconditionally (and at all times remain a lien or charge upon the Property) prior and superior to all rights of Lender under the Lender Deed, and all indebtedness secured thereby, and that Lender specifically and unconditionally subordinate the lien of the Lender Deed, and all the indebtedness secured thereby, to the lien or charge of the Century Deed; provided however, such subordination does not and shall not apply to or cause subordination of the following Regulatory Agreements: [list all of

the Tamerlane Property Regulatory Agreements, as amended pursuant to the Amended Regulatory Agreements attached to the Assignment and Assumption Agreement as Exhibit D (together, Garden Grove Amended Regulatory Agreements”, which Garden Grove Regulatory Agreements shall remain senior and nonsubordinate to the Century Deed and all instruments related to such Century Deed and the Century Loan.

D. It is to the mutual benefit of the parties hereto that Century make the Century Loan to Borrower, and Lender is willing that the Century Deed securing the Century Loan shall, when recorded, constitute a lien or charge upon the Property which is unconditionally prior and superior to the Lender Deed, and all indebtedness secured thereby; provided however, such subordination does not and shall not apply to or cause subordination of the Garden Grove Regulatory Agreements, which shall remain senior and nonsubordinate to the Century Deed and all instruments related to such Century Deed and the Century Loan.

NOW, THEREFORE in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby agreed as follows:

1. The foregoing Recitals are hereby incorporated into this Agreement.
2. The Century Deed securing the Century Note and ~~any modifications, renewals or extensions~~ subject to approval thereof the Lender, and any advances (including interest thereon) thereunder or secured thereby, shall unconditionally be and remain at all times a lien or charge on the Property prior and superior to the Lender Deed and all indebtedness secured thereby, to all loans, grants and advances of money made pursuant thereto, and to all rights and privileges of Lender under its Lender Deed; and said Lender Deed, and all indebtedness secured thereby, and all loans, grants and advances of money made pursuant thereto, together with all rights and privileges of Lender thereunder, are hereby subjected, and made subordinate, to the lien or charge of the Century Deed; provided however, such subordination does not and shall not apply to or cause subordination of the Garden Grove Amended Regulatory Agreements: which Garden Grove Regulatory Agreements, as amended, shall remain senior and nonsubordinate to the Century Deed and all instruments related to such Century Deed and the Century Loan.
3. This Agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the Lender Deed, and all indebtedness secured thereby, and all loans, grants and advances of money made pursuant thereto, together with all rights and privileges of Lender thereunder, to the lien or charge of the Century Deed, and shall supersede and cancel any prior agreements to subordinate the Lender Deed, and all indebtedness secured thereby to the Century Deed.
4. Lender declares, agrees, and acknowledges that:
 - a. It consents to all provisions of the Century Note, Century Deed, any other loan agreements or other loan or escrow agreements for the disbursement of the proceeds of the Century Loan;

b. Century, in making disbursements pursuant to any such agreements is under no obligation or duty to, nor has Century represented that it will, see to the application of such proceeds by the person or persons to whom Century disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part; and

c. It intentionally and unconditionally waives, relinquishes, subjects and subordinates the Lender Deed, and all indebtedness secured thereby, and all loans and advances of money pursuant thereto, together with all rights and privileges of Lender thereunder, in favor of the lien or charge upon the Property of the Century Deed and understands that in reliance upon, and in consideration of, this waiver, relinquishment, subjection, and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment, subjection and subordination; provided however, such subordination does not and shall not apply to or cause subordination of the Garden Grove Regulatory Agreements, which shall remain senior and nonsubordinate to the Century Deed and all instruments related to such Century Deed and the Century Loan.

5. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute a single instrument, and any party hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Subordination Agreement as of the day and year first above written.

Borrower: _____
a _____

By: _____
[Name]
[Title]

Century: Century Housing Corporation, a California nonprofit corporation

By: _____
Ronald M. Griffith
President\CEO

Lender: _____, a _____

By: _____
[name]
[title]

EXHIBIT E

Exhibit A to Form of Subordination Agreement

Tamerlane Property Description

[to be attached]

**Recording Requested By and
When Recorded Mail To:**

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

*This document is exempt from the
payment of a recording fee pursuant to
Government Code Section 27383.*

**AMENDMENT TO TAMERLANE AFFORDABLE HOUSING
LOAN AGREEMENTS AND REGULATORY AGREEMENTS**

This **AMENDMENT TO TAMERLANE AFFORDABLE HOUSING LOAN AGREEMENTS AND REGULATORY AGREEMENTS** (“Amendment”) dated as of October 11, 2022, is entered into by and among **NEW TAMERLANE, LLC**, a California limited liability company (“Owner”) and **CITY OF GARDEN GROVE**, a California municipal corporation (“City”), and **GARDEN GROVE HOUSING AUTHORITY**, a public body corporate and politic (“Housing Authority”. Together, City and Housing Authority may be referred to as “Garden Grove” and each of Owner, City and Housing Authority is a “Party” and together are the “Parties”. This Amendment is entered into with reference to the following facts:

RECITALS

- A. The City is a California municipal corporation and general law city.
- B. The Garden Grove Housing Authority is a public body corporate and politic, organized and existing pursuant to the California Housing Authorities Law, Health and Safety Code Section 34200, *et seq.*; further, the Housing Authority serves as the “housing successor” former and dissolved Garden Grove Agency for Community Development (“Former Agency”). The Housing Authority succeeded the Former Agency by operation of law and by action of the City Council of the City of Garden Grove and as approved by the State of California, Department of Finance, as the “housing successor” pursuant to Part 1.8, Division 24, Section 34160, *et seq.* and Part 1.85, Division 24, Section 34170, *et seq.* of the California Health and Safety Code (“HSC” and together, “Housing Successor Law”).
- C. Owner is successor-in-interest to Tamerlane Associates, LLC, a Californian limited liability company (“Preceding Owner”).
- D. Preceding Owner and the City as to thirteen of the 15 loans described herein, and Preceding Owner and the Housing Authority as to two of the 15 loans described herein, are parties to a series of loan agreements and implementing loan documents and regulatory agreements as listed on the attached and fully incorporated exhibits: (i) Exhibit A as to 10 of 15 properties’ loan agreements and regulatory agreements (together, “Ten City and Owner Agreements”), (ii) Exhibit C as to 3 of 15 properties’ loan agreements and regulatory agreements (together, “Three Additional City and Owner

Agreements”, and (iii) Exhibit D as to 2 of 15 properties’ loan agreements and regulatory agreements (together, “Two Housing Authority and Owner Agreements”. Together all fifteen loan agreements including any existing amendments thereto may be referred to as the “Garden Grove Loans”; and all fifteen regulatory agreements including any existing amendments thereto may be referred to as the “Regulatory Agreements”).

E. The Garden Grove Loans were used in part to finance fifteen properties that are improved with a total of 78 apartments for Preceding Owner’s acquisition, rehabilitation, and operation of affordable housing at each property pursuant to the applicable agreements.

F. Of even date with this Amendment, all fifteen properties have been sold by Preceding Owner to the Owner and, together, may be referred to as the “Tamerlane Property”. The legal descriptions of the fifteen properties that comprise the Tamerlane Property is set forth in Exhibit B, Legal Descriptions of Tamerlane Properties, attached and fully incorporated herein.

G. In connection with the sale of the Tamerlane Property, Preceding Owner assigned all its rights under the Garden Grove Loans and the Regulatory Agreements to Owner, and Owner assumed all the duties, obligations and responsibilities under the Garden Grove Loans and Regulatory Agreements, and City consented to the foregoing, all as more fully set forth in that certain unrecorded *Assignment and Assumption Agreement* of even date herewith and executed by and among Preceding Owner, Owner, and Garden Grove (“Assignment”).

H. The Regulatory Agreements each and collectively restrict the use, leasing, ownership, property management, and maintenance of the Tamerlane Property and covenant and restrict the operation thereof as affordable housing for low income households, as more particularly listed and enumerated on Exhibit A, Exhibit C and Exhibit D.

I. Further, under the Assignment, Owner and Garden Grove agreed to amend certain provisions of the Ten City and Owner Agreements to state and extend the “maturity date” of each of the ten loans until December 31, 2025, and to amend the expiration date of the respective ten Regulatory Agreements to December 31, 2025, all in order to create interim extension periods for the series of Ten City and Owner Agreements, which series of instruments are listed in Exhibit A.

J. Further, under the Assignment, Owner and Garden Grove agreed to affirm their mutual and respective intentions to amend, restate, and restructure the terms and conditions of all of the Garden Grove Loans and Regulatory Agreements, as listed in Exhibits A, C and D, for a reset term of 55-years with affordable housing restrictions for the 78 apartments that comprise the Tamerlane Property.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

Section 1. Amendment of Ten City and Owner Agreements. Each of the Ten City and Owner Agreements shall be amended and restated and extended until December 31, 2025 as follows:

1.1 Maturity Date of Garden Grove Loans Extended and Amended to December 31, 2025. Effective as of the date hereof, the final paragraph of Section 301 as to the ten Garden Grove Loans and implementing instruments as listed in Exhibit A shall be amended and extended until December 31, 2025 (“Maturity Date”) as follows:

(a) “The Property shall be subject to the requirements of this Article 300 from the date of Owner’s acquisition of the Property until December 31, 2025 (“Maturity Date”). The Garden Grove Loan shall mature and be due on the Maturity Date of December 31, 2025, unless earlier and otherwise extended, amended or restated by the parties prior to such date, and unless earlier accelerated due to an event of default.”

1.2 Affordability Period under Regulatory Agreements Extended and Amended to December 31, 2025. Effective as of the date hereof, the final paragraph of Section 301 of the Regulatory Agreements as listed in Exhibit A shall be amended, restated and extended until December 31, 2025 (“Affordability Period”) as follows:

(a) “The Property shall be subject to the requirements of this Article 300 from the date of Owner's acquisition of the Property until December 31, 2025. The duration of this requirement shall be known as the “Affordability Period” and such date is of even date with the Maturity Date of the Garden Grove Loan, unless earlier and otherwise extended, amended or restated by the parties prior to such date, and unless earlier accelerated due to an event of default.”

Section 2. Affirmation of Parties Intentions for Ownership and Operation of the Tamerlane Property under an Amended and Restated Affordable Housing Agreement. By this Amendment, Owner, City and Housing Authority desire to state their mutual and respective intentions to amend, restate, and restructure the terms and conditions of all of the Garden Grove Loans and Regulatory Agreements, as listed in Exhibits A, C and D, for a reset term of 55-years with affordable housing restrictions for the apartments that comprise the Tamerlane Property for occupancy by qualified tenants in compliance with Housing Successor Law and the Housing Authorities Law (HAL), and that such Regulatory Agreements, as amended and restated, shall in all respects be and remain senior and nonsubordinate to any and all monetary liens and encumbrances now or in the future during the 55-year Affordability Period. Nothing in the foregoing prejudices or predetermines the exercise of discretion by the City Council and/or Housing Authority board at such time when the amended and restated or other agreement or agreements amending the Garden Grove Loans and Regulatory Agreements are presented to such governmental bodies for consideration and action, except as agreed between Owner, City and/or Authority in the first sentence of this Section 2, the parties shall retain complete discretion with respect to any further agreements between the parties.

Section 3. No Other Amendment. All other provisions of the Garden Grove Loan Documents not modified herein shall remain in full force and effect.

Section 4. Counterparts. This Amendment may be executed in any number of counterparts and by different Parties hereto on separate counterparts, each of which, when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

[Signature blocks begin on next page]

IN WITNESS WHEREOF, this *Amendment to Tamerlane Affordable Housing Loan Agreements and Regulatory Agreements* has been executed by Owner, City and Housing Authority as of the date first above written.

OWNER:

NEW TAMERLANE, LLC,
a California limited liability company

By Affordable Housing Access, Inc.,
a California nonprofit public benefit corporation,
its Manager

By: _____
Name: _____
Its: _____

[Signatures continue on next page]

[Signatures for *Amendment to Tamerlane Affordable Housing Loan Agreements and Regulatory Agreements* continued from previous page]

CITY:

CITY OF GARDEN GROVE,
a California municipal corporation

By: _____
City Manager

HOUSING AUTHORITY

GARDEN GROVE HOUSING AUTHORITY,
a public body corporate and politic

By: _____
Authority Director

ATTEST:

City Clerk and Authority Secretary

APPROVED AS TO FORM:

Stradling Yocca Carlson & Rauth
Special Counsel to City and Housing Authority

EXHIBIT A

TEN CITY AND OWNER AGREEMENTS

Certain terms used in this Exhibit A are defined as follows:

“**City**” shall mean City of Garden Grove, a California municipal corporation.

“**Tamerlane LLC**” shall mean Tamerlane Associates, LLC, a California limited liability company.

I. 12131 Tamerlane Drive Garden Grove Loan Documents (CDBG Funds)

1. *Affordable Housing Loan Agreement* dated as of December 12, 2006 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.
2. *Promissory Note* dated as of December 13, 2006 in the original principal amount of \$665,604 made by Tamerlane LLC in favor of City.
3. *Deed of Trust and Assignment of Rents* dated as of December 13, 2006 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, recorded in the Official Records on December 21, 2006 as Instrument No. 2006000854221.
4. *Regulatory Agreement* dated as of December 13, 2006 by and between City and Tamerlane LLC recorded in the Official Records on December 21, 2006 as Instrument No. 2006000854223.

II. 12141 Tamerlane Drive Garden Grove Loan Documents (HOME Funds)

1. *Affordable Housing Loan Agreement* dated as of June 14, 2005 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.
2. *Promissory Note* dated as of July 6, 2005 in the original principal amount of \$558,457 made by Tamerlane LLC in favor of City.
3. *Deed of Trust and Assignment of Rents* dated of July 6, 2005 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, with the City, as beneficiary, recorded in the Official Records on July 12, 2005 as Instrument No. 2005000538724.
4. *Regulatory Agreement* dated as of July 6, 2005 by and between City and Tamerlane LLC recorded in the Official Records on July 12, 2005 as Instrument No. 2005000538726.

III. 12161 Tamerlane Drive (HOME Funds)

Exhibit A
Page 1 of 4

1. *Affordable Housing Loan Agreement* dated as of April 25, 2006 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.
2. *Promissory Note* dated as of May 30, 2006 in the original principal amount of \$608,900 made by Tamerlane LLC in favor of City.
3. *Deed of Trust and Assignment of Rents* dated of June 2, 2006 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, recorded in Official Records on June 2, 2006 as Instrument No. 2006000373501.
4. *Regulatory Agreement* dated as of May 30, 2006 by and between City and Tamerlane LLC recorded in Official Records on June 6, 2006 as Instrument No. 2006000373502.

**IV. 12171 Tamerlane Drive
(HOME Funds)**

1. *Affordable Housing Loan Agreement* dated as of August 8, 2006 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.
2. *Promissory Note* dated as of August 10, 2006 in the original principal amount of \$628,094 made by Tamerlane LLC in favor of City.
3. *Deed of Trust and Assignment of Rents* dated of August 10, 2006 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City as beneficiary, recorded in Official Records on August 15, 2006 as Instrument No. 2006000544900.
4. *Regulatory Agreement* dated as of August 10, 2006 by and between City and Tamerlane LLC recorded in Official Records on August 15, 2006 as Instrument No. 2006000544901.

**V. 12181 Tamerlane Drive
(HOME Funds)**

1. *Affordable Housing Loan Agreement* dated as of December 14, 2004 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.
2. *Promissory Note* dated as of December 15, 2004 in the original principal amount of \$391,911 made by Tamerlane LLC in favor of City.
3. *Deed of Trust and Assignment of Rents* dated of December 15, 2004 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City as beneficiary and recorded in Official Records on December 17, 2004 as Instrument No. 2004001122787.
4. *Regulatory Agreement* dated as of December 17, 2004 by and between City and Tamerlane LLC recorded in Official Records on December 17, 2004 as Instrument No. 2004001122788.

**VI. 12182 Tamerlane Drive
(HOME Funds)**

1. *Affordable Housing Loan Agreement* dated as of December 13, 2005 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.
2. *Promissory Note* dated as of December 19, 2005 in the original principal amount of \$428,075 made by Tamerlane LLC in favor of City.
3. *Deed of Trust and Assignment of Rents* dated of December 19, 2005 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, recorded in Official Records on January 6, 2006 as Instrument No. 2006000006912.
4. *Regulatory Agreement* dated as of December 19, 2005 by and between City and Tamerlane LLC recorded in Official Records on January 4, 2006 as Instrument No. 2006000006913.

**VII. 12201 Tamerlane Drive
(HOME Funds)**

1. *Affordable Housing Loan Agreement* dated as of December 14, 2004 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.
2. *Promissory Note* dated as of December 15, 2004 in the original principal amount of \$391,911 made by Tamerlane LLC in favor of City.
3. *Deed of Trust and Assignment of Rents* dated of December 15, 2004 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, and recorded in Official Records on December 17, 2004 as Instrument No. 2004001122779.
4. *Regulatory Agreement* dated as of December 15, 2004 by and between City and Tamerlane LLC recorded in Official Records on December 17, 2004 as Instrument No. 2004001122780.

**VIII. 12202 Tamerlane Drive
(HOME Funds)**

1. *Affordable Housing Loan Agreement* dated as of December 14, 2004 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.
2. *Promissory Note* dated as of December 15, 2004 in the original principal amount of \$391,911 made by Tamerlane LLC in favor of City.
3. *Deed of Trust and Assignment of Rents* dated of December 15, 2004 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, and recorded in Official Records on December 17, 2004 as Instrument No. 2004001122779.
4. *Regulatory Agreement* dated as of December 15, 2004 by and between City and Tamerlane LLC recorded in Official Records on December 17, 2004 as Instrument No. 2004001122780.

IX. 12212 Tamerlane Drive
(HOME Funds)

1. *Affordable Housing Loan Agreement* dated as of April __ [sic], 2004 by and between City and Tamerlane LLC, , as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC, as further amended by that certain *First [sic] Amendment to Affordable Housing Loan Agreement and Regulatory Agreement* dated as of August 31, 2010 by and between City and Tamerlane LLC and recorded in Official Records on September 15, 2010 as Instrument No. 2010000456983.
2. *Promissory Note* dated as of April 13, 2004 in the original principal amount of \$368,165 made by Tamerlane LLC in favor of City.
3. *Deed of Trust and Assignment of Rents* dated of April 13, 2004 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, and recorded in Official Records on May 4, 2004 as Instrument No. 2004000389228.
4. *Regulatory Agreement* dated as of April 13, 2004 by and between City and Tamerlane LLC recorded in Official Records on May 4, 2004 as Instrument No. 200400389229, as amended by that certain *First [sic] Amendment to Affordable Housing Loan Agreement and Regulatory Agreement* dated as of August 31, 2010 by and between City and Tamerlane LLC and recorded in Official Records on September 15, 2010 as Instrument No. 2010000456983

X. 12222 Tamerlane Drive
(HOME Funds)

1. *Affordable Housing Loan Agreement* dated as of April 13, 2004 by and between City and Tamerlane LLC, , as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC, as further amended by that certain *First [sic] Amendment to Affordable Housing Loan Agreement and Regulatory Agreement* dated as of August 31, 2010 by and between City and Tamerlane LLC and recorded in Official Records on September 15, 2010 as Instrument No. 2010000456982.
2. *Promissory Note* dated as of April 13, 2004 in the original principal amount of \$422,248 made by Tamerlane LLC in favor of City.
3. *Deed of Trust and Assignment of Rents* dated of April 13, 2004 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, and recorded in Official Records on May 4, 2004 as Instrument No. 2004000389235.
4. *Regulatory Agreement* dated as of April 13, 2004 by and between City and Tamerlane LLC recorded in Official Records on May 4, 2004 as Instrument No. 200400389236, as amended by that certain *First [sic] Amendment to Affordable Housing Loan Agreement and Regulatory Agreement* dated as of August 31, 2010 by and between City and Tamerlane LLC and recorded in Official Records on September 15, 2010 as Instrument No. 2010000456982.

EXHIBIT B

LEGAL DESCRIPTION OF TAMERLANE PROPERTY

1. 12131 Tamerlane Drive; Title Prelim Parcel 8

LOT 3 OF TRACT NO. 5503, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 201, PAGES 29 AND 30 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, CALIFORNIA.

2. 12132 Tamerlane Drive; Title Prelim Parcel 7

LOT 4 OF TRACT NO. 5503, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 201, PAGES 29 AND 30 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ANY UNDERGROUND WATER WHICH MAY BE DEVELOPED IN, UNDER, OR UPON SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY, AS PROVIDED IN THE DEED RECORDED IN BOOK 7111, PAGES 715, OFFICIAL RECORDS.

3. 12141 Tamerlane Drive; Title Prelim Parcel 9

Parcel 9A:

LOT 2 OF TRACT NO. 5503, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE COUNTY, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 201 PAGES 29 AND 30 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY.

Parcel 9B:

THE RIGHT OF ACCESS OVER THE EAST 27 FEET OF THE WEST 47 FEET AND THE ENTIRE 12.5 FEET EXCEPT THE WEST 20 FEET OF LOT 3 OF SAID TRACT.

Parcel 9C:

THE RIGHT OF ACCESS OVER THE EAST 27 FEET OF THE WEST 47 FEET OF LOT 1 OF SAID TRACT.

4. 12142 Tamerlane Drive; Title Prelim Parcel 15

Parcel 15A:

LOT 5 OF TRACT NO. 5503, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 201, PAGES 29 AND 30 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Parcel 15B:

THE RIGHT OF ACCESS OVER THE WEST 27 FEET OF THE EAST 47 FEET OF LOT 6 OF SAID TRACT NO. 5503

5. 12161 Tamerlane Drive; Title Prelim Parcel 10

Parcel 10A:

LOT 1 OF TRACT NO. 5503, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE COUNTY, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 201 PAGES 29 AND 30 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY.

Parcel 10B:

THE RIGHT OF ACCESS OVER THE EAST 27 FEET OF THE WEST 47 FEET AND THE ENTIRE 12.5 FEET EXCEPT THE WEST 20 FEET OF LOT 3 OF SAID TRACT.

Parcel 10C:

THE RIGHT OF ACCESS OVER THE EAST 27 FEET OF THE WEST 47 FEET AND THE ENTIRE NORTH 12.5 FEET EXCEPT THE WEST 20 FEET OF LOT 2 OF SAID TRACT.

6. 12162 Tamerlane Drive; Title Prelim Parcel 6

Parcel 6A:

LOT 6 OF TRACT NO. 5503, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE COUNTY, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 201 PAGES 29 AND 30 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY.

EXCEPTING ALL UNDERGROUND WATER LYING BENEATH THE HEREIN DESCRIBED TRACT, BUT WITHOUT THE RIGHT OF ENTRY TO THE SURFACE THEREOF FOR THE PURPOSE OF PROCURING WATER, AS CONVEYED TO THE CITY OF GARDEN GROVE.

Parcel 6B:

THE RIGHT OF ACCESS OVER THE WEST 27 FEET OF THE EAST 47 FEET AND THE ENTIRE 12.5 FEET EXCEPT THE EAST 20 FEET OF LOT 5 OF SAID TRACT.

Parcel 6C:

THE RIGHT OF ACCESS OVER THE WEST 27 FEET OF THE EAST 47 FEET AND THE ENTIRE NORTH 12.5 FEET EXCEPT THE EAST 20 FEET OF LOT 4 OF SAID TRACT.

7. 12171 Tamerlane Drive; Title Prelim Parcel 11

LOT 1 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 92 PAGES 31 AND 32 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

8. 12172 Tamerlane Drive; Title Prelim Parcel 5

LOT 10 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 92, PAGE 31 AND 32 MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

9. 12181 Tamerlane Drive; Title Prelim Parcel 12

LOT 2 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE COUNTY, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 92, PAGES 31 AND 32 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

10. 12182 Tamerlane Drive; Title Prelim Parcel 4

LOT 9 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 92, PAGES 31 AND 32 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

11. 12201 Tamerlane Drive; Title Prelim Parcel 13

LOT 3 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 92, PAGES 31 AND 32 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

12. 12202 Tamerlane Drive; Title Prelim Parcel 3

LOT 8 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 92, PAGES 31 AND 32 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, CALIFORNIA.

13. 12211 Tamerlane Drive; Title Prelim Parcel 14

LOT 4 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 92, PAGES 31 AND 32 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

14. 12212 Tamerlane Drive; Title Prelim Parcel 2

LOT 7 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 92, PAGES 31 AND 32 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, CALIFORNIA.

15. 12222 Tamerlane Drive; Title Prelim Parcel 1

LOT 6 OF TRACT NO. 3050, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 92, PAGES 31 AND 32 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, CALIFORNIA.

APN: 231-471-31; APN: 231-471-32; APN: 231-471-33; APN: 231-471-34; APN: 231-471-35;

APN: 231-471-36; APN: 231-471-37; APN: 231-471-38; APN: 231-471-39; APN: 231-471-40;

APN: 231-471-41; APN: 231-471-42; APN: 231-471-43; APN: 231-471-44; APN: 231-471-45

EXHIBIT C

THREE ADDITIONAL CITY AND OWNER AGREEMENTS

I. 12132 Tamerlane Drive Garden Grove Loan Documents (HOME Funds and Former Agency/Housing Successor Housing Funds)

1. *Affordable Housing Loan Agreement* dated as of September 12, 2006 by and between City and Tamerlane LLC, as amended by that certain *First Amendment to Affordable Housing Loan Agreement* dated as of October 6, 2006 by and between City and Tamerlane LLC, as further amended by that certain *Second Amendment to Affordable Housing Loan Agreement* dated as of June 8, 2010 by and between City and Tamerlane LLC.
2. *Amended and Restated Option Agreement* dated as of June 8, 2010 between Tamerlane LLC and City recorded in the Official Records on August 27, 2010 as Instrument No. 2010000420476.
3. *Promissory Note* dated as of September 14, 2006 in the original principal amount of \$742,654 made by Tamerlane LLC in favor of City, as amended by that certain *First Amendment to Promissory Note* dated as of October 6, 2006 reducing the principal amount outstanding to \$714,154.
4. *Deed of Trust and Assignment of Rents* dated of December 13, 2006 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, recorded in the Official Records on December 21, 2006 as Instrument No. 2006000854221 as amended by that certain *First Modification of Deed of Trust* dated as of October 6, 2006 by and between Tamerlane LLC, Trustee and City and recorded in the Official Records on October 20, 2005 as Instrument No. 2006000708801.
5. *Regulatory Agreement* dated as of December 13, 2006 by and between City and Tamerlane LLC recorded in the Official Records on December 21, 2006 as Instrument No. 2006000854223.

II. 12142 Tamerlane Drive (City General Fund)

1. *Affordable Housing Loan Agreement* dated as of January 24, 2012 by and between City and Tamerlane, LLC.
2. *Promissory Note* dated as of January 26, 2012 in the original principal amount of \$1,190,992 made by Tamerlane LLC in favor of City.
3. *Deed of Trust and Assignment of Rents* dated as of January 26, 2012 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City as beneficiary recorded in Official Records on March 13, 2012 as Instrument No. 2012000143744.
4. *Regulatory Agreement* dated as of January 26, 2012 by and between City and Tamerlane LLC recorded in Official Records on March 13, 2012 as Instrument No. 2012000143742.
5. *Option Agreement* dated as of January 24, 2012 between Tamerlane LLC and City and recorded in Official Records on March 13, 2012 as Instrument No. 2012000143745.

6. *Notice of Affordability Restrictions on Transfer of Property* executed by Tamerlane LLC and City and recorded in Official Records on March 13, 2012 as Instrument No. 2012000143743.

**III. 12211 Tamerlane Drive
(City General Fund as HOME Match)**

1. *Affordable Housing Loan Agreement* dated as of May 8, 2012 by and between City and Tamerlane, LLC.
2. *Promissory Note* dated as of May 8, 2012 in the original principal amount of \$549,581 made by Tamerlane LLC in favor of City.
3. *Deed of Trust and Assignment of Rents* dated as of May 8, 2012 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the City, as beneficiary, recorded in Official Records on June 22, 2012 as Instrument No. 2012000355036.
4. *Regulatory Agreement* dated as of May 8, 2012 by and between City and Tamerlane LLC recorded in Official Records on June 22, 2012 as Instrument No. 2012000355034.
5. *Option Agreement* dated as of May 8, 2012 between Tamerlane LLC and City and recorded in Official Records on June 22, 2012 as Instrument No. 2012000355037.
6. *Notice of Affordability Restrictions on Transfer of Property* executed by Tamerlane LLC and City and recorded in Official Records on June 22, 2012 as Instrument No. 2012000355035.

EXHIBIT D

TWO ADDITIONAL HOUSING AUTHORITY AND OWNER AGREEMENTS

Certain terms used in this Exhibit A are defined as follows:

“**City**” shall mean City of Garden Grove, a California municipal corporation.

“**Housing Authority**” shall mean the Garden Grove Housing Authority, a public body corporate and politic.

“**Tamerlane LLC**” shall mean Tamerlane Associates, LLC, a California limited liability company.

I. 12162 Tamerlane Drive (Former Agency/Housing Successor Housing Funds)

1. *Affordable Housing Loan Agreement* dated as of February 9, 2010 by and between Tamerlane LLC and the former Garden Grove Agency for Community Developer (“Former Agency”) which entity was succeeded by the Garden Grove Housing Authority, as housing successor under the Housing Successor Law.
2. *Option Agreement* dated as of February 9, 2010 between Tamerlane LLC and Former Agency, as succeeded by the Housing Authority, recorded in Official Records on March 19, 2010 as Instrument No. 2010000131392.
3. *Option Agreement* dated as of January 24, 2012 between the City and Tamerlane LLC recorded in Official Records on March 1, 2012 as Instrument No. 2012000118089, which option is junior and subordinate to the option granted to the Former Agency, as succeeded by the Housing Authority.
4. *Promissory Note* dated as of February 9, 2010 in the original principal amount of \$592,076 made by Tamerlane LLC in favor of the Former Agency, as succeeded by the Housing Authority.
5. *Deed of Trust and Assignment of Rents* dated of February 9, 2010 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and with the Former Agency as succeeded by the Housing Authority, as beneficiary, recorded in Official Records on March 19, 2010 as Instrument No. 2010000131391.
6. *Regulatory Agreement* dated as of February 9, 2010 by and between Tamerlane LLC and the Former Agency as succeeded by the Housing Authority recorded in Official Records on March 19, 2010 as Instrument No. 2010000131389.
7. *Notice of Affordability Restrictions on Transfer of Property* executed by Tamerlane LLC and the Former Agency as succeeded by the Housing Authority and recorded in Official Records on March 19, 2010 as Instrument No. 2010000131390.

II. 12172 Tamerlane Drive
(Former Agency/Housing Successor Housing Funds)

1. *Affordable Housing Loan Agreement* dated as of February 9, 2010 by and between Tamerlane LLC and the Former Agency as succeeded by the Housing Authority Tamerlane LLC.
2. *Option Agreement* dated as of February 9, 2010 between Tamerlane LLC and Former Agency, as succeeded by the Housing Authority, recorded in Official Records on March 19, 2010 as Instrument No. 2010000131402.
3. *Option Agreement* dated as of January 24, 2012 between Tamerlane LLC and the City recorded in Official Records on June 27, 2012 as Instrument No. 2012000364678, which option is junior and subordinate to the option granted to the Former Agency, as succeeded by the Housing Authority.
4. *Promissory Note* dated as of February 9, 2010 in the original principal amount of \$980,649 made by Tamerlane LLC in favor of City, as successor in interest to the Garden Grove Agency for Community Development.
5. *Deed of Trust and Assignment of Rents* dated of March 19, 2010 by and between Tamerlane LLC, as Trustor, Alliance Title Company, as Trustee, and the Former Agency as succeeded by the Housing Authority, as beneficiary, and recorded in Official Records on March 19, 2010 as Instrument No. 2010000131401.
6. *Regulatory Agreement* dated as of February 9, 2010 by and between Tamerlane LLC and the Former Agency as succeeded by the Housing Authority and recorded in Official Records on March 19, 2010 as Instrument No. 2010000131399.
7. *Notice of Affordability Restrictions on Transfer of Property* executed by Tamerlane LLC and the Former Agency as succeeded by the Housing Authority and recorded in Official Records on March 19, 2010 as Instrument No. 2010000131400.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Receive and file minutes Date: 10/11/2022
from the meetings held on
August 9, 2022, August 23,
2022, and September 13,
2022. (*Action Item*)

Attached are the minutes from the meetings held on August 9, 2022, August 23, 2022, and September 13, 2022, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes - August 9, 2022	10/6/2022	Minutes	August_9__2022.docx
Minutes - August 23, 2022	10/6/2022	Minutes	cc-min_08_23_2022.pdf
Minutes - September 13, 2022	10/6/2022	Minutes	cc-min_09_13_2022.pdf

PRESENTATION - COMMUNITY SPOTLIGHT IN MEMORY OF FORMER CITY MANAGER GEORGE TINDALL, OCTOBER 11, 1943 - JUNE 22, 2022 (F: 52.3)

ORAL COMMUNICATIONS

Speakers: Aaron Peardon, Ana Parker, Danny Moore, Todd Baldrige, Steve Kriha, Sam Semingson, Tom Raber, Nicholas Dibs

Written Comments: Craig Durfey

CONSIDERATION OF A WRITTEN REQUEST FOR A ONE-DAY USE OF THE WILLOWICK GOLF COURSE FOR THE ANNUAL GOLF CLASSIC ON SEPTEMBER 28, 2022 (F:88.1)

It was moved by Council Member K. Nguyen, seconded by Council Member O'Neill that:

The Garden Grove Community Foundation and Garden Grove Chamber of Commerce request for the one-day use and fee waiver of the Willowick Golf Course for the GGCF/Chamber Golf Classic event on Wednesday, September 28, 2022, be approved.

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

Ayes: (7) Brietigam, O'Neill, Bui, Klopfenstein, K. Nguyen, D. Nguyen, Jones
Noes: (0) None

RECESS

At 7:24 p.m. Mayor Jones recessed the meeting.

RECONVENE

At 7:25 p.m., Mayor Jones reconvened the meeting with all Council Members present.

ADOPTION OF A RESOLUTION OF COMMENDATION FOR GEORGE TINDALL, FORMER GARDEN GROVE CITY MANAGER (F: 52.2)

This matter was heard earlier in the meeting.

ADOPTION OF A RESOLUTION DECLARING THE INTENTION TO VACATE A STREET AND ALLEY FOR THACKERY AVENUE AND THE ALLEY NORTH OF TWINTREE AVENUE, WEST OF HARBOR BOULEVARD (F: 110)

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

Resolution No. 9750-22 entitled: A Resolution of the City Council of the City of Garden Grove declaring the intention to vacate a street and alley for Thackery Avenue and the alley north of Twintree Avenue, west of Harbor Boulevard, and setting a public hearing thereon, be adopted.

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

Ayes: (7) Brietigam, O'Neill, Bui, Klopfenstein, K. Nguyen,
D. Nguyen, Jones
Noes: (0) None

AUTHORIZE AN INCREASE TO THE PURCHASE ORDER WITH JOHN B. EWLES, INC., FOR DISPOSING ASPHALT AND CONCRETE MATERIALS

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

The Finance Director be authorized to increase the purchase order with John B. Ewles, Inc., from \$50,000 to \$75,000 for Fiscal Year 2021-22, and for subsequent purchase orders.

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

Ayes: (7) Brietigam, O'Neill, Bui, Klopfenstein, K. Nguyen,
D. Nguyen, Jones
Noes: (0) None

AUTHORIZE THE ISSUANCE OF PURCHASE ORDERS WITH ECONOLITE CONTROL PRODUCTS AND JTB SUPPLY COMPANY INC., FOR FISCAL YEAR 2022-23 TRAFFIC CONTROL OPERATIONS

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

The request to dispense with bidding in the best interest of the City pursuant to Garden Grove Municipal Code 2.50.060 (G), be approved;

The Finance Director be authorized to issue a purchase order to Econolite Control Products in the amount not-to-exceed \$75,000 to purchase Econolite controllers; and

The Finance Director be authorized to issue a purchase order to JTB Supply Company, Inc., in the amount not-to-exceed \$125,000 to purchase traffic control products.

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

Ayes: (7) Brietigam, O'Neill, Bui, Klopfenstein, K. Nguyen,
D. Nguyen, Jones
Noes: (0) None

AUTHORIZE ISSUANCE OF A PURCHASE ORDER TO WATERLINE TECHNOLOGIES INC., FOR THE PURCHASE AND AND DELIVERY OF SODIUM HYPOCHLORITE FOR WATER DISINFECTION IFB NO. S-1297

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

The Finance Director be authorized to issue a five-year blanket purchase order with Waterline Technologies Inc., in the amount of \$150,000 per year, for the purchase and delivery of sodium hypochlorite supplies to disinfect the City's water supply.

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

Ayes: (7) Brietigam, O'Neill, Bui, Klopfenstein, K. Nguyen,
D. Nguyen, Jones
Noes: (0) None

APPROVAL OF A COOPERATIVE AGREEMENT WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR THE VALLEY VIEW STREET CORRIDOR TRAFFIC SIGNAL SYNCHRONIZATION PROJECT CP1180000 (F: 100.Proj.CP1180000)

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

The Cooperative Agreement with the Orange County Transportation Authority for the Valley View Street Corridor Traffic Signal Synchronization Project, be approved; and

The Mayor be authorized to execute the Cooperative Agreement on behalf of the City.

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

Ayes: (7) Brietigam, O'Neill, Bui, Klopfenstein, K. Nguyen,
D. Nguyen, Jones
Noes: (0) None

APPROVAL OF AMENDMENT NO. 2 OF THE CONTRACT WITH AMERICAN ASPHALT SOUTH, INC., FOR INCREASED COSTS TO PROVIDE AS NEEDED ASPHALT AND SLURRY SEAL SERVICES (F: 55-American Asphalt South)

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

Amendment No. 2 with American Asphalt South, Inc., increasing the current annual contract term amount from \$825,000 to \$950,000 and future option year contract term amounts from \$750,000 to \$950,000, be approved; and

The City Manager be authorized to execute Amendment No. 2, and to execute option years, with minor modifications as needed on behalf of the City.

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

Ayes: (7) Brietigam, O'Neill, Bui, Klopfenstein, K. Nguyen,
D. Nguyen, Jones
Noes: (0) None

APPROVAL OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH OCEAN BLUE ENVIRONMENTAL SERVICES, INC. FOR REMOVAL OF HAZARDOUS AND BIOLOGICAL WASTE FROM CITY PROPERTIES (F: 55-Ocean Blue Environmental Services, Inc.)

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

Amendment No. 1 to the Professional Services Agreement with Ocean Blue Environmental Services, Inc. for increasing the contract amount by \$200,000 and extending the performance period through June 30, 2023, be approved; and

The City Manager be authorized to sign the Amendment on behalf of the City.

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

Ayes: (7) Brietigam, O'Neill, Bui, Klopfenstein, K. Nguyen,
D. Nguyen, Jones
Noes: (0) None

AWARD A CONTRACT TO MICHAEL BAKER INTERNATIONAL TO PROVIDE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CONSULTATION SERVICES (F: 55-Michael Baker International)

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

A contract for U.S. Department of Housing and Urban Development (HUD) and State of California Department of Housing and Community Development (HCD) consultation services be awarded to Michael Baker International, in the not-to-exceed amount of \$200,000 per year, for a total performance period of up to two (2) years; and

The City Manager, or his designees, be authorized to execute the contracts referenced above, and make minor modifications as appropriate thereto, on behalf of the City; and

The City Manager, or his designees, be authorized to exercise option year terms and execute the option year amendments on behalf of the City.

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

Ayes: (7) Brietigam, O'Neill, Bui, Klopfenstein, K. Nguyen,
D. Nguyen, Jones
Noes: (0) None

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON JUNE 14, 2022
(F: VAULT)

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

The minutes from the meetings held on June 14, 2022, be received and filed.

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

Ayes: (7) Brietigam, O'Neill, Bui, Klopfenstein, K. Nguyen,
D. Nguyen, Jones
Noes: (0) None

WARRANTS

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

Payroll deposits 00008945 through 00009582 and checks 00185065 through 00185083 inclusive have been verified by the Finance Division as properly issued and bear all proper signatures;

Payroll deposits 00009584 through 00010220 and checks 00185084 through 00185105 inclusive have been verified by the Finance Division as properly issued and bear all proper signatures;

Demands covered by Wire numbers 00001105 through 00001129, EFT numbers 00024599 through 00024623, and check numbers 00679601 through 00679680 inclusive have been verified by the Finance Division as properly issued and bear all proper signatures;

Demands covered by Wire numbers 00001130 through 00001136 EFT numbers 00024624 through 00024652, and check numbers 00679681 through 00679785 inclusive have been verified by the Finance Division as properly issued and bear all proper signatures;

Demands covered by EFT numbers 00024653 through 00025646, and check numbers 00679786 through 00679995 inclusive have been verified by the Finance Division as properly issued and bear all proper signatures;

Demands covered by Wire numbers 00001137 through 00001143, EFT numbers 00025647 through 00025663, and check numbers 00679996 through 00680051 inclusive have been verified by the Finance Division as properly issued and bear all proper signatures;

Demands covered by EFT numbers 00025664 through 00025695, and check numbers 00680052 through 00680195 inclusive have been verified by the Finance Division as properly issued and bear all proper signatures;

Demands covered by Wire numbers 00001144 through 00001145, EFT numbers 00025696 through 00025709, and check numbers 00680196 through 00680267 inclusive have been verified by the Finance Division as properly issued and bear all proper signatures; and

Demands covered by Wire numbers 00001146 through 00001185, EFT numbers 00025710 through 00025746, and check numbers 00680268 through 00680362 inclusive have been verified by the Finance Division 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, Bui, Klopfenstein, K. Nguyen,
D. Nguyen, Jones
Noes: (0) None

APPROVAL TO WAIVE FULL READING OF ORDINANCES LISTED

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

Full reading of ordinances listed be waived.

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

Ayes: (7) Brietigam, O'Neill, Bui, Klopfenstein, K. Nguyen,
D. Nguyen, Jones
Noes: (0) None

ADOPTION OF A RESOLUTION AMENDING THE SALARY SCHEDULE FOR FISCAL YEAR 2022-2023 (F: 78.1)

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

Resolution No. 9763-22 entitled: A Resolution of the City Council of the City of Garden Grove, California, approving an amendment to the publicly available city-wide salary and pay schedule as required by CalPERS for Fiscal Year 2022-2023, be adopted.

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

Ayes: (7) Brietigam, O'Neill, Bui, Klopfenstein, K. Nguyen,
D. Nguyen, Jones
Noes: (0) None

ACCEPTANCE OF COMMISSIONER YASMIN VAZQUEZ'S RESIGNATION FROM THE TRAFFIC COMMISSION (F: 122.11A)

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

Traffic Commissioner Yasmin Vazquez's resignation be accepted with regret.

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

Ayes: (7) Brietigam, O'Neill, Bui, Klopfenstein, K. Nguyen,
D. Nguyen, Jones
Noes: (0) None

AWARD A CONTRACT TO ARDURRA GROUP INC., FOR PROFESSIONAL ENGINEERING SERVICES FOR THE REPAIR AND REHABILITATION OF WATER STORAGE RESERVOIRS-PHASE II (F: 55-Ardurra Group Inc.)

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

A contract be awarded to Ardurra Group Inc. in the amount of \$399,738 for the professional engineering services for the Repair and Rehabilitation of Water Storage Reservoirs-Phase II; and

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

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

Ayes: (7) Brietigam, O'Neill, Bui, Klopfenstein, K. Nguyen,
D. Nguyen, Jones
Noes: (0) None

SECOND READING OF ORDINANCE NO. 2937

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

Following full reading of the Ordinance title, it was moved by Council Member K. Nguyen, seconded by Council Member D. Nguyen that:

Ordinance No. 2937 entitled: An Ordinance of the City Council of the City of Garden Grove reauthorizing the public, educational, and Governmental Fee on State Video Franchisees operating within the City of Garden Grove, be adopted.

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

Ayes: (7) Brietigam, O'Neill, Bui, Klopfenstein, K. Nguyen,
D. Nguyen, Jones
Noes: (0) None

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

UPDATE ON THE PROGRESS OF A FUTURE NAVIGATION CENTER AS REQUESTED BY CITY MANAGER STILES (117.15B)

City Manager Scott Stiles introduced the item and highlighted actions and initiatives the City Council has approved to address the homelessness epidemic. These

include a robust Housing Authority which issues 2,100 housing vouchers each year, the Special Resources Team (SRT) which provides services to individuals dealing with homelessness, the Be Well OC Mobile Mental Health Program, record number of Additional Dwelling Units (ADUs) permits issued, Garden Grove's first permanent supportive housing project, the City joined the Orange County Housing Trust, and lastly City Council's continual approval of funding for the Emergency Shelter Grants (ESG) to organizations throughout the community. Lastly, City Manager Stiles noted that staff is arduously working on developing and establishing the missing component of a Navigation Center.

Assistant City Manager Lisa Kim shared that a building located at 13871 West Street is within the City's Homeless Shelter Overlay Zone and has been identified as a potential site for a future Navigation Center. She explained that a Navigation Center provides for emergency housing and wrap around services for individuals experiencing homelessness and estimated that this Navigation Center will serve up to 80 individuals, by referral only, to individuals experiencing homelessness within the cities of Garden Grove, Fountain Valley and Westminster. Community outreach is being conducted in coordination with the Special Resources Team to neighboring businesses, and community meetings are scheduled for August 17, 2022 and August 30, 2022, both from 5:30 to 7:30 p.m. This information is posted on the City's *Addressing Homelessness* webpage <https://gqcity.org/endhomelessness>.

Deputy Police Chief El-Farra expressed enthusiasm for the Navigation Center on behalf of the Police Department as it will work in conjunction with Special Resources Team outreach, the Be Well OC program, and provide long-term solutions for the homeless community therefore improving the quality of life for the entire community.

With no further comments, Council Member K. Nguyen moved, seconded by Mayor Pro Tem D. Nguyen that:

The City Manager be directed to negotiate a Purchase and Sale Agreement and related documents for 13871 West Street for the City's first Navigation Center.

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

Ayes: (7) Brietigam, O'Neill, Bui, Klopfenstein, K. Nguyen,
D. Nguyen, Jones
Noes: (0) None

FOCUSED ZONING AMENDMENTS UPDATE ON PROPOSED TEXT AMENDMENTS RELATING TO THE CREATION OF OBJECTIVE DEVELOPMENT STANDARDS FOR SINGLE-FAMILY RESIDENTIAL, MULTI-FAMILY RESIDENTIAL, MIXED USE, SUPPORTIVE HOUSING, SINGLE-ROOM OCCUPANCY (SRO) HOUSING, AND MOTEL/HOTEL CONVERSIONS AS REQUESTED BY CITY MANAGER STILES (F: 116.1)

Following staff introduction, Laura Stetson of MIG provided a PowerPoint presentation outlining the proposed Focused Zoning Amendments updates that include new Chapter 9.60 of the Garden Grove Municipal Code that implements SB 300 regarding timelines for review, new findings for housing development projects, compliance with objective design standards, no net loss of capacity for affordable housing, density bonuses pursuant to State law, and provisions for regulations regarding transitional and supportive housing projects, and low-barrier navigation centers. Other updates include provisions for Single Room Occupancy (SROs) geared for transitional housing, codification of single-family residential policies aimed at preventing boarding house conditions, updates to small lot subdivisions, R-3 density standards, and objective design standards for single-family subdivisions, multi-family and mixed-use residential projects. On September 1, 2022 the Planning Commission will conduct a public hearing to consider the Focused Zoning Amendment updates. Subsequently, the City Council will conduct a public hearing to consider the Planning Commission's recommendations at meetings scheduled for September 27, 2022 and October 11, 2022.

DISCUSSION REGARDING ESTABLISHING A GARDEN GROVE FILM INCENTIVE PROGRAM IN PARTNERSHIP WITH THE GARDEN GROVE CHAMBER OF COMMERCE AND GARDEN GROVE TOURISM IMPROVEMENT DISTRICT, AS REQUESTED BY COUNCIL MEMBER KIM NGUYEN (F: 60.2)

City Manager Stiles shared that staff is researching neighboring city programs and will provide a report to the City Council in a few weeks.

Council Member Brietigam expressed support for a film program and suggested implementing innovative business practices that would allow film industry rule compliance.

Council Member Bui also expressed support but cautioned recognizing main stream film industry rules and independent film industry rules, and urged that this program consider both group's needs.

Council Member K. Nguyen thanked colleagues and staff for their support and shared that this request came after pilot producers and directors reached out to her about a television show they are trying to film based in Orange County's Little Saigon area, primarily to be filmed in Westminster. However, considering that Garden Grove is home to a significant portion of Little Saigon she would like to ensure that film crews are working and spending in Garden Grove as well. Council Member K. Nguyen also highlighted the community's diversity as an attractive feature for the film industry. Some incentive ideas she proposes are partnerships with local hotels that would offer group rates for film crews, and partnerships with local restaurants that will cater at discounted rates. Such incentives could entice film makers to come to Garden Grove.

DISCUSSION REGARDING SB 357, REPEAL OF PROHIBITION OF LOITERING WITH THE INTENT TO COMMIT PROSTITUTION, AS REQUESTED BY COUNCIL MEMBER PATRICK PHAT BUI

Council Member Bui introduced the item and requested City Council support for a formal report by the Police Department on the impacts of SB 357. City Manager Stiles noted the newness of the legislation and recommended giving the Police Department time to analyze the impacts and share that information with Council Member Bui at a future date.

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

Council Member Brietigam highlighted the issue of alcoholic beverages at Concert in the Park events and asked the community to monitor each other and discourage this as these actions jeopardize the future of such events. Additionally, he reminded the community to follow rules of the road and use caution when operating golf carts at these events.

Council Member O'Neill expressed his condolences to the Tindall family and shared his appreciation for the culture former City Manager George Tindall instilled at the City that continues to this day.

Mayor Pro Tem D. Nguyen thanked the Police Department's Special Resources Team and Public Works staff for the work done at Reading Avenue and Brookhurst Street which is now very clean and safe.

Council Member K. Nguyen expressed her dissatisfaction with Caltrans regarding the unclean and unsafe conditions at freeway entrances and exits and stated her willingness write a letter to Caltrans regarding the issues. She also thanked the Garden Grove Police Association for donating backpacks to the Buena Clinton neighborhood through the Thomas House Shelter. Additionally, in relation to labor negotiations, Council Member K. Nguyen expressed her willingness to help Council Member O'Neill in encouraging members to work together. Lastly, she wished Mayor Pro Tem D. Nguyen a happy belated birthday.

Council Member Bui thanked City staff and the Police Department for the work done to address the illegal street takeover at Brookhurst Street and Westminster Avenue; about a dozen cars were impounded and many citations issued. He commended the Community Services Department for their excellent work on replacing gazebos at Garden Grove Park.

City Manager Stiles shared that the Police Department is participating in a countywide task force to deal with illegal street takeover events. He also thanked City Council members for their recognition of former City Manager George Tindall.

ADJOURNMENT

At 8:25 p.m., Mayor Jones adjourned the meeting. The next Regular City Council Meeting is scheduled for Tuesday, August 23, 2022, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Lizbeth Vasquez
Deputy City Clerk

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, August 23, 2022

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

CONVENE CLOSED SESSION

AT 5:30 p.m., Mayor Jones convened closed session.

<u>ROLL CALL</u>	PRESENT:	(6)	Council Members Brietigam, K. Nguyen, Bui, Klopfenstein, D. Nguyen, Mayor Jones
	ABSENT:	(1)	Council Member O'Neill

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None.

Conference with Real Property Negotiators

Pursuant to Government Code Section 54956.8

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

City Negotiators: Scott C. Stiles, City Manager; Lisa Kim, Assistant City Manager/Community and Economic Development Director.

Negotiating Parties: Ryan Aeh, Willowick Community Partners; Trae Rigby, McWhinney; Robin Mark, Trust for Public Land.

Under Negotiation: To obtain direction regarding the price and terms of payment for the sale/lease/exchange/disposition of the property.

Conference with Real Property Negotiators (Closed Session Item held concurrently with the Successor Agency.)

Pursuant to Government Code Section 54956.8

City Properties: 12251, 12261, 12281 and 12321 Thackery Drive, Garden Grove, California.

Successor Agency Properties: 12311 Thackery Drive, Garden Grove, California.

City/Successor Agency Negotiators: Scott C. Stiles, City Manager/Executive Director; Lisa Kim, Assistant City Manager/Community and Economic Development Director.

Negotiating Parties: Newage Garden Grove, LLC, Kam Sang Company, Inc.

Under Negotiation: To obtain direction regarding the price and terms of payment for the sale/exchange/disposition of the properties.

ADJOURN CLOSED SESSION

At 6:25 p.m., Mayor Jones adjourned closed session.

CONVENE REGULAR MEETING

At 6:30 p.m., Mayor Jones convened the meeting in the Council Chamber with Council Members Brietigam, Bui, Klopfenstein, K. Nguyen, and D. Nguyen present.

RECESS

At 6:32 p.m. Mayor Jones recessed the meeting.

RECONVENE

At 6:36 p.m., Mayor Jones reconvened the meeting in the Council Chamber with Council Members Brietigam, O’Neill, Klopfenstein, K. Nguyen, and D. Nguyen present.

INVOCATION

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

COMMUNITY SPOTLIGHT IN RECOGNITION OF THE CITY OF HOPE ORANGE COUNTY
LENNAR FOUNDATION CANCER CENTER

COMMUNITY SPOTLIGHT IN RECOGNITION OF THE WEST GROVE SCRAPPERS FOR
THEIR 2022 CENTRAL “C” DISTRICT CHAMPIONSHIP

ADOPTION OF A PROCLAMATION RECOGNIZING SEPTEMBER AS HUNGER ACTION
MONTH IN GARDEN GROVE (F: 83.1)

Mayor Jones pulled this item forward, and motioned to adopt the Proclamation recognizing September as Hunger Action Month. The motion was seconded by Council Member Bui, and carried by a 6-0-1 vote as follows:

Ayes: (6) Brietigam, Bui, K. Nguyen, Klopfenstein, D.
 Nguyen, Jones
Noes: (0) None
Absent: (1) O’Neill

Following the vote, Mark Lowry, Director of the Orange County Food Bank, addressed the City Council and thanked them for the recognition.

DISCUSSION ON THE ADOPTION OF A PROCLAMATION CELEBRATING AUGUST 2022 AS AMERICAN MUSLIM APPRECIATION AND AWARENESS MONTH IN GARDEN GROVE, AS REQUESTED BY MAYOR PRO TEM DIEDRE THU-HA NGUYEN (F: 83.1)

Mayor Pro Tem Diedre Thu-Ha Nguyen pulled this item forward, and motioned to adopt the Proclamation celebrating August 2022 as American Muslim Appreciation and Awareness Month in Garden Grove, and that this Proclamation be listed annually. The motion was seconded by Council Member Bui and carried by a 6-0-1 vote as follows:

Ayes: (6) Brietigam, Bui, K. Nguyen, Klopfenstein, D. Nguyen, Jones
Noes: (0) None
Absent: (1) O'Neill

Following the vote, Dr. Muzammil Siddiqi, Religious Director of the Islamic Society of Orange County (ISOC) addressed the City Council and thanked them for the recognition.

RECESS

At 6:55 p.m. Mayor Jones recessed the meeting.

RECONVENE

At 7:05 p.m., Mayor Jones reconvened the meeting in the Council Chamber with Council Members Brietigam, Bui, Klopfenstein, K. Nguyen, and D. Nguyen present.

ORAL COMMUNICATIONS

Speakers: Ana Parker, Tom Raber, Katy Finch, Ernesto Medrano, Darrin Lee, Tuan Bui, Ernesto Rodriguez, Andrew White, Cerise Smith, Isabel Stevens, Luis, Doug Mangione, John Escobedo, Kyle Mason.

Speakers in opposition to the proposed Nickelodeon Hotel project: Bridget McConaughy, Allison Vo, Paige Patterson, Melissa Partida, Jordan Sisson, Maria Ortiz, Nora Fedor.

Written Communications: Jordan Sisson, representing UNITE HERE Local 11 and Marlene Perez in opposition to the proposed Nickelodeon Hotel project.

RECESS

At 7:43 p.m. Mayor Jones recessed the meeting.

RECONVENE

At 7:51 p.m., Mayor Jones reconvened the meeting in the Council Chamber with Council Members Brietigam, Bui, Klopfenstein, K. Nguyen, and D. Nguyen present.

ADOPTION OF A PROCLAMATION RECOGNIZING SEPTEMBER AS HUNGER ACTION MONTH IN GARDEN GROVE (F: 83.1)

This matter was heard earlier in the meeting.

AUTHORIZE ISSUANCE OF A PURCHASE ORDER TO NATIONAL AUTO FLEET GROUP FOR A NEW POLICE DEPARTMENT VAN

It was moved by Council Member Klopfenstein, seconded by Council Member Brietigam that:

The Finance Director be authorized to issue a purchase order in the amount of \$34,714.08 to National Auto Fleet Group for the purchase of one (1) new Community Services Department Park Patrol pickup truck.

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

Ayes: (6) Brietigam, Bui, K. Nguyen, Klopfenstein, D. Nguyen, Jones
Noes: (0) None
Absent: (1) O'Neill

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON JUNE 28, 2022 (F: Vault)

It was moved by Council Member Klopfenstein, seconded by Council Member Brietigam that:

The Minutes from the meeting held on June 28, 2022, be received and filed.

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

Ayes: (6) Brietigam, Bui, K. Nguyen, Klopfenstein, D. Nguyen, Jones
Noes: (0) None
Absent: (1) O'Neill

WARRANTS

It was moved by Council Member Klopfenstein, seconded by Council Member Brietigam that:

Payroll deposits 00010221 through 00010854 and checks 00185106 through 00185124 inclusive have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed.

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

Ayes: (6) Brietigam, Bui, K. Nguyen, Klopfenstein, D.
Nguyen, Jones
Noes: (0) None
Absent: (1) O'Neill

APPROVAL TO WAIVE FULL READING OF ORDINANCES LISTED

It was moved by Council Member Klopfenstein, seconded by Council Member Brietigam that:

Full reading of ordinances listed be waived.

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

Ayes: (6) Brietigam, Bui, K. Nguyen, Klopfenstein, D.
Nguyen, Jones
Noes: (0) None
Absent: (1) O'Neill

PUBLIC HEARING - ADOPTION OF RESOLUTIONS TO: APPROVE THE DEVELOPMENT OF THE SITE B2 HOTEL PROJECT/NICKELODEON HOTEL RESORT; DENY THE APPEAL FILED BY UNITE HERE LOCAL 11 AND MARLENE PEREZ FOR THE PLANNING COMMISSION'S ACTIONS REGARDING THE SITE B2 HOTEL PROJECT; ADOPT A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE PROJECT; APPROVAL OF SITE PLAN NO. SP-107-2022; AND THE INTRODUCTION AND FIRST READING OF AN ORDINANCE APPROVING PLANNED UNIT DEVELOPMENT NO. PUD-141-01(A) (F: 116-PUD-141-01(A)) (XR: 55-NEWAGE GARDEN GROVE II, LLC)

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

Following staff's presentation and City Council comments, Mayor Jones declared the public hearing open.

There being no further response from the audience, the public hearing was declared closed.

Written Communications in opposition to the project: Jordon Sisson, Liga Auzins, Norma Martinez-Barrett, Theresa Ceballos, Bonnie Corona, Elsa Marche,

Raul Guadarrama, Robert Tucker, Ana Gonzelez, Violeta Navar, Daysi Ocampo, Dan Nguyen, Johnson Doan

Following City Council comments expressing support for the project, it was moved by Council Member Klopfenstein, seconded by Council Member Bui that:

Resolution No. 9767-22 entitled: A Resolution of the City Council of the City of Garden Grove, denying the appeal filed by UNITE HERE Local 11 and Marlene Perez of the Garden Grove Planning Commission's July 7, 2022 Actions pertaining to Planned Unit Development No. PUD-141-01(A), Site Plan No. SP-107-2022, and Street Vacation SV-002-2022, be adopted;

Resolution No. 9768-22 entitled: A Resolution of the City Council of the City of Garden Grove adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Site B2 Hotel Project (Planned Unit Development No. PUD-141-01(A) and Site Plan No. SP-107-2022) at 12241, 12261, 12271, 12291, 12311 and 12323/12321 Harbor Boulevard, 12246, 12252, 12262, 12282, 12292, 12312, 12322, 12251, 12261, 12281, 12291, 12311, and 12321 Thackery Drive, be adopted;

Resolution No. 9769-22 entitled: A Resolution of the City Council of the City of Garden Grove contingently approving Site Plan No. SP-107-2022 to redevelop the Site B2 project site with the Nickelodeon Hotel Resort on properties located at the northwest corner of Harbor Boulevard and Twintree Avenue, east of Tamerlane Drive, at 12241, 12261, 12271, 12291, 12311 and 12323/12321 Harbor Boulevard, 12246, 12252, 12262, 12282, 12292, 12312, 12322, 12251, 12261, 12281, 12291, 12311, and 12321 Thackery Drive, Assessor's Parcel Nos. 231-471-06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24, be adopted; and

Ordinance No. 2938 entitled: An Ordinance of the City Council of the City of Garden Grove approving an amendment to Planned Unit Development No. PUD-141-01 to create a sub-area Planned Unit Development zoning, PUD-141-01(A), establishing development standards and performance standards for the Site B2 hotel project for properties located at the northwest corner of Harbor Boulevard and Twintree Avenue, east of Tamerlane Drive, at 12241, 12261, 12271, 12291, 12311 and 12323/12321 Harbor Boulevard, 12246, 12252, 12262, 12282, 12292, 12312, 12322, 12251, 12261, 12281, 12291, 12311, and 12321 Thackery Drive, (Assessor Parcel Numbers: 231-471-06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24), be passed to second reading.

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

Ayes: (6) Brietigam, Bui, K. Nguyen, Klopfenstein, D. Nguyen, Jones
Noes: (0) None
Absent: (1) O'Neill

ACCEPTANCE OF COMMISSIONER KEVIN RHEE’S RESIGNATION FROM THE PARKS, RECREATION AND ARTS COMMISSION

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

Kevin Rhee’s resignation from the Parks, Recreation and Arts Commission be accepted.

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

Ayes: (6) Brietigam, Bui, K. Nguyen, Klopfenstein, D. Nguyen, Jones
Noes: (0) None
Absent: (1) O’Neill

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

DISCUSSION ON THE ADOPTION OF A PROCLAMATION CELEBRATING AUGUST 2022 AS AMERICAN MUSLIM APPRECIATION AND AWARENESS MONTH IN GARDEN GROVE, AS REQUESTED BY MAYOR PRO TEM DIEDRE THU-HA NGUYEN (F: 83.1)

This matter was considered earlier in the meeting.

UPDATE ON KEEPING PARK RESTROOMS OPEN AS REQUESTED BY CITY MANAGER STILES (F: 73.1)

Maria Stipe, Assistant City Manager, introduced the update noting that the Public Works Community Services and Police Departments have combined efforts to address the City parks restroom issues. Phil Carter, Public Works Facilities Manager, spoke to the history of the past several years and the sharp increase of vandalism to park restrooms. This increase has impacted public safety, the ability to keep public restrooms open and operating costs to maintain these facilities. During the pandemic lockdown, the decision was made to close all park restrooms and use portable restrooms and wash stations. As the City recovered from the pandemic, the decision was made to slowly re-open three restrooms at a time rotationally (three months at a time, at different locations) closely monitoring the selected sites for vandalism, and closing as necessary to make repairs. Haster Basin Park portable restroom facilities, supplied by the County, continually remain open. This action provided the public with restroom access at four park locations from 9:00 am to dusk. At the end of the last rotation, the open restroom locations included: Haster Basin Park, Garden Grove Park, West Grove Park, and Eastgate Park (which was temporarily closed to ensure usable restrooms for the summer concert series).

With the challenge of continued vandalism of park restrooms that has impacted many communities that provide public facilities, Community Services staff polled other cities to learn how they were addressing this issue. The cities of Cypress, Costa Mesa, Buena Park, Placentia, Ladera Ranch, La Habra, Lakewood, Yorba Linda, Laguna Niguel, Irvine, and Mission Viejo provide regular public access to park restrooms during operating hours. The

common thread among these cities is that the parks are staffed during operating hours, or have outside security services monitoring the restrooms. Six other cities reported that they partially closed or modified restroom hours, and due to high rates of vandalism, hours were reduced for day use only. The cities of La Palma, Laguna Hills, Brea, Tustin, Newport Beach, and Anaheim were requested by the communities they serve to close park restrooms because of the ongoing vandalism. The cities of Rancho Santa Margarita, San Juan Capistrano, San Clemente, Stanton and Aliso Viejo have either installed porta potties or have closed their park restrooms.

In July, a majority of the City's park restrooms were opened including: Atlantis Park, Garden Grove Park, Edgar Park (lockable portable), Eastgate Park, West Grove Park, Woodbury Park, Chapman Sports Complex, Pioneer Park and Haster Basin Park (county supplied portables). Opening and closing procedures have also been revisited to ensure each restroom is unlocked during operating hours and locked after hours each day. With the existing budget and current staffing levels, Public Works intends to keep these restrooms open between 8:00 a.m. and 3:00 p.m., seven days a week, excluding holidays. However, occasionally, the restrooms may require closure to address vandalism, and regular maintenance. Park locations with currently closed restrooms include: Faylane Park (community requested closure), Gustosky Park (community requested closure), Westhaven Park (construction, turf renovation project), Magnolia Park (construction, water reservoir project), and Hare Park (little league only facilities). As construction projects conclude, Magnolia Park and Westhaven Park will be opened between 8:00 a.m. and 3:00 p.m. daily, excluding holidays and maintenance. In addition to the updated Public Works opening and closing schedule, all park restrooms attached to programmed or rented facilities will continue to be made available during programmed activities by the Community Services staff as part of the rental or program agreement.

To fully restore park restrooms to include after hour availability will require additional deterrents and budget. Moving forward, Public Works, Community Services and the Garden Grove Police Department are reviewing electronic security solutions that include camera systems, electronic door locks, lighting controls, alarm warnings, increased staffing levels and outside security services to monitor park facilities. These enhancements will be studied and evaluated in the coming months for implementation on a pilot basis and for inclusion in the upcoming biennial budget.

John Montanez, Community Services Director, stated that Community Services will continue to support Public Works efforts, and that Park Patrol staffing will ensure restroom access for programs and events and rentals.

Lieutenant Burillo noted that the Police Department has considered using cameras to monitor the restrooms; however, placement is critical as to not violate privacy but be able to monitor vandalism and used as a deterrent. The City of Anaheim has agreed to loan a mobile camera on a trial basis to the Garden Grove Police Department, which will assist in efforts to decide on whether to purchase mobile cameras and as to the success of achieving results for deterring vandalism.

Council Member Bui thanked staff and their good ideas on using park restrooms. He has received many calls from seniors asking for his help as the seniors use the

parks for daily exercise; however, as seniors it is critical that the facilities be accessible. Moving forward he suggested staff look into smart locks to provide more flexibility with accessibility.

Council Member Brietigam stated that the community is grateful for being able to use the restrooms. He speculated that a tik tok video on destroying public bathrooms was an impetus for the increased vandalism, noting that a porta pottie was lit on fire after being installed after one day. He expressed his concern that a smart lock would be too easy to circumvent, and he expressed appreciation for staff's efforts on looking at ways to accommodate the public.

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

Council Member Klopfenstein, in response to Ms. Katie Finch who spoke under public comments and provided documentation for the City Council, stated that she will follow up with Ms. Finch and appreciates her coming to the meeting prepared. She noted that she attended the City of Hope's celebration at the Great Park in Irvine on August 22, 2022. Balloons were released with a message of hope for ending the disease of cancer as the first patients walked through the doors of the Orange County Lennar Foundation four miles from the park. She expressed her appreciation for the work the City of Hope does to save lives. She also attended Vector Control's 75th anniversary that took place on August 18, 2022, and reminded everyone to tip and toss.

City Attorney Sandoval announced that no reportable action was taken during closed session.

ADJOURNMENT

At 8:28 p.m., Mayor Jones adjourned the meeting. The next Regular City Council Meeting will be held on Tuesday, September 13, 2022, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy
City Clerk

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, September 13, 2022

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

CONVENE MEETING

AT 6:35 p.m., Mayor Jones convened the meeting in the Council Chamber.

ROLL CALL PRESENT: (7) Council Members Brietigam, O'Neill, K. Nguyen, Bui, Klopfenstein, D. Nguyen, Mayor Jones

 ABSENT: (0) None

INVOCATION

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

RECESS

At 6:36 p.m. Mayor Jones recessed the meeting.

RECONVENE

At 6:47 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

ORAL COMMUNICATIONS

Speakers: Maureen Blackmun, Ruby Garcia, Ana Parker, Tracy McCalister, Alejandro Labados, Jonathan Bruins, Brian Malley, Jimmy Webb.

RECESS

At 7:00 p.m. Mayor Jones recessed the meeting.

RECONVENE

At 7:06 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

ADOPTION OF A PROCLAMATION CELEBRATING HISPANIC HERITAGE MONTH
(F: 83.1)

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

A Proclamation celebrating September 15 through October 15, 2022, as Hispanic Heritage Month, be adopted.

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

Ayes: (7) Brietigam, O'Neill, Bui, K. Nguyen, Klopfenstein,
D. Nguyen, Jones
Noes: (0) None

CONSIDERATION AND APPROVAL TO SUBMIT A RESPONSE TO THE GRAND JURY REPORT, HOW IS ORANGE COUNTY ADDRESSING HOMELESSNESS? (F: 23.1)

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

The response regarding the 2021-22 Orange County Grand Jury Report Re: How is Orange County Addressing Homelessness be submitted to The Honorable Erick L. Larsh Presiding Judge of the Superior Court of California; and

The Mayor be authorized to sign the response letter on behalf of the City.

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

Ayes: (7) Brietigam, O'Neill, Bui, K. Nguyen, Klopfenstein,
D. Nguyen, Jones
Noes: (0) None

ADOPTION OF A RESOLUTION AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE COUNTY OF ORANGE CONTINUUM OF CARE FOR THE SPECIAL NOTICE OF FUNDING OPPORTUNITY TO ADDRESS UNSHELTERED HOMELESSNESS (F: 117.15)

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

Resolution No. 9770-22 entitled: A Resolution of the City Council of the City of Garden Grove California, to approve the application and accept U.S. Department of Housing and Urban Development (HUD) Grant Funds in the amount of \$600,000 and authorize agreements to implement the Roadmap to Success program, be adopted.

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

Ayes: (7) Brietigam, O'Neill, Bui, K. Nguyen, Klopfenstein,
D. Nguyen, Jones
Noes: (0) None

AUTHORIZE ISSUANCE OF A PURCHASE ORDER TO NATIONAL AUTO FLEET GROUP FOR TWO (2) NEW PUBLIC WORKS PICK UP TRUCKS

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

The Finance Director be authorized to issue a purchase order in the amount of \$62,310.28 to National Auto Fleet Group for the purchase of two (2) new Public Works Department pick-up trucks.

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

Ayes: (7) Brietigam, O'Neill, Bui, K. Nguyen, Klopfenstein,
D. Nguyen, Jones
Noes: (0) None

AUTHORIZE ISSUANCE OF PURCHASE ORDERS TO: COASTLINE EQUIPMENT, RDO EQUIPMENT, AND BELKORP AG FOR THE PURCHASE OF FLAIL MOWER ATTACHMENT PARTS

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

The Finance Director be authorized to issue three (3) purchase orders for flail mower attachment parts in a fixed amount collectively not to exceed \$150,000 per year for five (5) years and to be divided between Coastline Equipment, Belkorp Ag, and RDO Equipment.

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

Ayes: (7) Brietigam, O'Neill, Bui, K. Nguyen, Klopfenstein,
D. Nguyen, Jones
Noes: (0) None

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON JULY 12, 2022
(F: Vault)

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

The Minutes from the meeting held on July 12, 2022, be received and filed.

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

Ayes: (7) Brietigam, O'Neill, Bui, K. Nguyen, Klopfenstein,
D. Nguyen, Jones
Noes: (0) None

WARRANTS

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

Payroll deposits 00011486 through 00012116 and checks 00185143 through 00185156 inclusive have been verified by the Finance Division 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, Bui, K. Nguyen, Klopfenstein,
D. Nguyen, Jones
Noes: (0) None

APPROVAL TO WAIVE FULL READING OF ORDINANCES LISTED

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

Full reading of ordinances listed be waived.

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

Ayes: (7) Brietigam, O'Neill, Bui, K. Nguyen, Klopfenstein,
D. Nguyen, Jones
Noes: (0) None

PUBLIC HEARING – ADOPTION OF A RESOLUTION APPROVING A DISPOSITION AGREEMENT FOR REAL PROPERTY LOCATED AT 12291 THACKERY DRIVE, GARDEN GROVE, CALIFORNIA. (JOINT ACTION ITEM WITH THE HOUSING AUTHORITY)
(F: 84.1) (F: H-84.1)

At 7:05 p.m., Council Member O’Neill recused himself stating that although there is no conflict of interest, he is a member of an Orange County International Electrician Local Union, and he left the council chamber.

Following staff’s introduction, Mayor Jones declared the public hearing open.

There being no response from the audience, the public hearing was declared closed.

CITY COUNCIL ACTION

It was moved by Council Member K. Nguyen, seconded by Mayor Pro Tem D. Nguyen that:

Resolution No. 9771-22 entitled: A Resolution of the City Council of the City of Garden Grove approving that certain agreement with escrow instructions for disposition of real property (“Disposition Agreement”) between the City and Housing Authority; authorizing the City Manager to carry out the Disposition Agreement; and making certain other findings in connection therewith, be adopted; and

The City Manager/Executive Director be authorized to execute the Disposition Agreement, Grant Deed, pertinent documents needed to effectuate the Disposition Agreement and make minor modifications as needed, on behalf of the Housing Authority and City.

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

Ayes: (6) Brietigam, Bui, K. Nguyen, Klopfenstein, D.
Nguyen, Jones

Noes: (0) None

Absent: (1) O’Neill

HOUSING AUTHORITY ACTION

At 6:42 p.m., Commissioner O’Neill recused himself stating that although there is no conflict of interest, he is a member of an Orange County International Electrician Local Union and he left the council chamber.

Following staff introduction, Chair Brietigam declared the public hearing open.

There being no response from the audience, Chair Brietigam declared the public hearing closed.

It was moved by Commissioner K. Nguyen, seconded by Commissioner Klopfenstein that:

Resolution No. 184-22 entitled: A Resolution of the Garden Grove Housing Authority approving that certain agreement with escrow instructions for disposition of real property ("Disposition Agreement") between the City and Housing Authority; authorizing the City Manager to carry out the Disposition Agreement; and making certain other findings in connection therewith, be adopted.

The motion carried by a 6-0-3 vote as follows:

Ayes: (6) Bui, K. Nguyen, Klopfenstein, D. Nguyen, Jones,
Brietigam
Noes: (0) None
Absent: (3) Beckles, O'Neill, T. Nguyen

PUBLIC HEARING - APPROVAL OF THE SALE AND TRANSFER OF REAL PROPERTY LOCATED 12311 THACKERY DRIVE, GARDEN GROVE. (JOINT ACTION ITEM WITH THE SUCCESSOR AGENCY.) (F: 84.1) (F: S-84.1)

At 7:05 p.m., Council Member O'Neill recused himself stating that although there is no conflict of interest, he is a member of an Orange County International Electrician Local Union, and he left the Council Chamber.

Following staff introduction, Mayor Jones declared the public hearing open.

There being no response from the audience, the public hearing was declared closed.

CITY COUNCIL ACTION

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

The sale and transfer of certain real property located at 12311 Thackery Drive, Garden Grove, in the amount of \$460,000, be approved.

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

Ayes: (6) Brietigam, Bui, K. Nguyen, Klopfenstein, D.
Nguyen, Jones
Noes: (0) None
Absent: (1) O'Neill

SUCCESSOR AGENCY ACTION

At 7:01 p.m., Member O'Neill recused himself stating that although there is no conflict of interest, he is a member of an Orange County International Electrician Local Union, and he left the council chamber.

Following staff introduction, Chair Jones declared the public hearing open.

There being no response from the audience, the public hearing was declared closed.

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

Resolution No. 72-22 entitled: A Resolution of the Successor Agency to the Garden Grove Agency for Community Development approving the sale and disposition of certain real property in accordance with the Long Range Property Management Plan and Dissolution Law, be adopted; and

The Director and Secretary be authorized to execute and attest the Resolution, Grant Deed, and related implementing documents necessary to effectuate the sale of the Property, including making minor modifications on behalf of the Successor Agency.

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

Ayes: (6) Brietigam, Bui, K. Nguyen, Klopfenstein, D. Nguyen, Jones
Noes: (0) None
Absent: (1) O'Neill

PUBLIC HEARING - ADOPTION OF A RESOLUTION APPROVING STREET VACATION NO. SV-00-2022 FOR A PORTION OF THACKERY DRIVE AND ALLEY NORTH OF TWINTREE AVENUE, WEST OF HARBOR BOULEVARD, GARDEN GROVE (F: 110.SV-00-2022)

At 7:05 p.m., Council Member O'Neill recused himself stating that although there is no conflict of interest, he is a member of an Orange County International Electrician Local Union, and he left the Council Chamber.

Following staff's presentation, Mayor Jones declared the public hearing open.

There being no response from the audience, the public hearing was declared closed.

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

Resolution No. 9772-22 entitled: A Resolution of the City Council of the City of Garden Grove, California, approving Street Vacation No. SV-00-2022 and ordering vacation and abandonment of a portion of Thackery Drive and alley north of Twintree Avenue, be adopted.

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

Ayes: (6) Brietigam, Bui, K. Nguyen, Klopfenstein, D. Nguyen, Jones
Noes: (0) None
Absent: (1) O'Neill

PUBLIC HEARING - ADOPTION OF A RESOLUTION APPROVING THE DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF GARDEN GROVE AND NEWAGE GARDEN GROVE II, LLC. (F: 55-NEWAGE GARDEN GROVE II, LLC)

At 7:05 p.m., Council Member O'Neill recused himself stating that although there is no conflict of interest, he is a member of an Orange County International Electrician Local Union, and he left the Council Chamber.

City Attorney Sandoval stated that the Disposition and Development Agreement will not include the Electricians Local 441.

Following staff introduction and PowerPoint presentation, Mayor Jones declared the public hearing open.

Speakers: Ernesto Medrano, Doug Mangiano, Tony Velasquez, Tuan Bui, Richard Ayala, Luis Alamilla, Lester Adams, Ronny Lam, Brian Malley, David Medina, Israel Mosqueda.

There being no further response from the audience, the public hearing was declared closed.

Following City Council consensus in support of the Disposition and Development Agreement and enthusiasm for the proposed Nickelodeon Hotel project, it was moved by Council Member Klopfenstein, seconded by Council Member K. Nguyen that:

Resolution No. 9773-22 entitled: A Resolution of the City Council of the City of Garden Grove, California, approving a Disposition and Development Agreement by and between the City of Garden Grove and Newage Garden Grove II LLC, A California Limited Liability Company; authorizing the City Manager to execute such Disposition and Development Agreement; authorizing the City Manager to implement such Disposition and Development Agreement; and making certain other findings in connection therewith, be adopted; and

The City Manager be authorized to execute the Disposition and Development Agreement, including any pertinent related documents, and make minor modifications as needed.

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

Ayes: (6) Brietigam, Bui, K. Nguyen, Klopfenstein, D. Nguyen, Jones
Noes: (0) None
Absent: (1) O'Neill

RECESS

At 7:41 p.m. Mayor Jones recessed the meeting.

RECONVENE

At 7:46 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

Council Member O'Neill returned to the meeting at 7:46 p.m.

AUTHORIZE ISSUANCE OF A PURCHASE ORDER TO NATIONAL AUTO FLEET GROUP FOR EIGHT (8) NEW POLICE DEPARTMENT VEHICLES

Following staff introduction, it was moved by Council Member Brietigam, seconded by Council Member Klopfenstein that:

The Finance Director be authorized to issue a purchase order in the amount of \$358,597.69 to National Auto Fleet Group for the purchase of eight (8) new Police Department vehicles.

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

Ayes: (7) Brietigam, O'Neill, Bui, K. Nguyen, Klopfenstein, D. Nguyen, Jones
Noes: (0) None

AUTHORIZE ISSUANCE OF PURCHASE ORDERS TO NATIONAL AUTO FLEET GROUP FOR THE PURCHASE OF SEVEN (7) NEW POLICE PATROL VEHICLES AND TWO (2) NEW POLICE K-9 UNITS

Following staff introduction, it was moved by Council Member Klopfenstein, seconded by Council Member Brietigam that:

The Finance Director be authorized to issue a purchase order in the amount of \$450,299.85 to National Auto Fleet Group for the purchase of seven (7) new Police patrol vehicles and two (2) new Police K-9 units.

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

Ayes: (7) Brietigam, O'Neill, Bui, K. Nguyen, Klopfenstein,
D. Nguyen, Jones
Noes: (0) None

AWARD CONTRACTS TO CANNON CORPORATION AND TO NV5 TO PROVIDE ON-CALL PROFESSIONAL LAND SURVEYING AND RELATED SERVICES (F: 55-CANNON CORPORATION) (F: 55-NV5)

Following staff introduction, it was moved by Council Member Brietigam, seconded by Council Member Bui that:

Contracts for on-call land surveying and related services on an as-needed basis be awarded to Cannon Corporation and NV5;

The City Manager be authorized to execute the contracts in the amount of \$400,000.00 per contract, on behalf of the City; and

The City Manager be authorized to execute the optional extensions in the amount of \$300,000, with a performance period of two years.

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

Ayes: (7) Brietigam, O'Neill, Bui, K. Nguyen, Klopfenstein,
D. Nguyen, Jones
Noes: (0) None

AWARD A CONTRACT TO R.J. NOBLE COMPANY, FOR CHAPMAN AVENUE RESURFACING AND 5-YEAR LANDSCAPE AND IRRIGATION MAINTENANCE (F: 55-R.J. NOBLE COMPANY)

Following staff introduction, it was moved by Council Member Brietigam, seconded by Mayor Pro Tem D. Nguyen that:

A contract be awarded to R.J. Noble Company in the amount of \$4,185,570 for Chapman Avenue Resurfacing from Springdale Street to Western Avenue (CP1341000) and 5-Year Landscape and Irrigation Maintenance (CP1341278); and

The City Manager be authorized to execute the contract with R.J. Noble Company, and make minor modifications as appropriate thereto, on behalf of the City.

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

Ayes: (7) Brietigam, O'Neill, Bui, K. Nguyen, Klopfenstein,
D. Nguyen, Jones
Noes: (0) None

ADOPTION OF A RESOLUTION APPROVING A PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS WITH WEST ST INVESTMENT LLC FOR PROPERTY LOCATED AT 13871 WEST STREET, AND AWARD A CONTRACT TO BORDERS ARCHITECT FOR ARCHITECTURAL SERVICES (F: 84.1) (F: 117.15B) (F: 55-BORDERS ARCHITECT)

Following staff introduction and City Council comments in support of a Navigation Center proposed for this site, it was moved by Council Member K. Nguyen, seconded by Council Member Bui that:

Resolution No. 9774-22 entitled: A Resolution of the City Council of the City of Garden Grove approving a Purchase Agreement and Escrow Instructions with West ST Investment LLC for property located at 13871 West Street, be adopted;

Acquisition of 13871 West Street by the City in the amount of \$5,600,000, and an amount of \$50,000 for escrow, title and broker related costs, be approved;

The City Manager be authorized to execute a Professional Services Agreement with Borders Architect in the amount of \$304,000, and make minor modifications thereto as needed; and

Staff be directed to accelerate advancement of the Central Cities Navigation Center, as appropriate.

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

Ayes: (7) Brietigam, O'Neill, Bui, K. Nguyen, Klopfenstein,
D. Nguyen, Jones
Noes: (0) None

SECOND READING OF ORDINANCE NO. 2938

At 8:05 p.m., Council Member O'Neill recused himself stating that although there is no conflict of interest, he is a member of an Orange County International Electrician Local Union, and he left the council chamber.

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

Following the reading of the title, it was moved by Council Member K. Nguyen, seconded by Council Member Bui that:

Ordinance No. 2938 entitled: An Ordinance of the City Council of the City of Garden Grove approving an amendment to Planned Unit Development No. PUD-141-01 to create a sub-area Planned Unit Development zoning, PUD-141-01(A), establishing development standards and performance standards for the Site B2 Hotel Project for properties located at the northwest corner of Harbor Boulevard and Twintree Avenue, east of Tamerlane Drive, at 12241, 12261, 12271, 12291, 12311 and 12323/12321 Harbor Boulevard, 12246, 12252, 12262, 12282, 12292, 12312, 12322, 12251, 12261, 12281, 12291, 12311, and 12321 Thackery Drive, (Assessor Parcel Numbers: 231-471-06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24), be adopted.

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

Ayes: (6) Brietigam, Bui, K. Nguyen, Klopfenstein, D. Nguyen, Jones
Noes: (0) None
Absent: (1) O'Neill

Council Member O'Neill returned to the meeting at 8:07 p.m.

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

Council Member Brietigam wished his son a late Happy Birthday. He announced the upcoming Kiwanis Car Show on September 18, 2022, between 9:00 a.m. to 2:00 p.m. at 9840 Larson Avenue, Garden Grove.

Council Member O'Neill wished Council Member Brietigam an early Happy Birthday. He apologized for missing the last meeting as he was celebrating his 36th wedding anniversary.

Council Member K. Nguyen attended the League of California Cities that was held September 7th through the 9th and served on the General Resolutions Committee. She also finished her term as the OC Division President and was simultaneously elected to serve as a Division Director for the State Board. She is excited to take on this role and she had an opportunity to connect with council members from up and down the state and learn about what other cities are doing.

Council Member Klopfenstein stated that Vector Control has reported that Garden Grove has no positive tests for West Nile Virus, which she attributed to the City's robust outreach and education for tipping and tossing standing water, thanking Ana Pulido in Community Relations and her team.

City Manager Stiles thanked the City Council for moving forward with the Site B2 project; he thanked Lisa Kim and her staff as well as Legal Counsel on their work bringing a much needed Navigation Center in collaboration with the cities of Fountain

Valley and Westminster, and Frank Kim with the County of Orange. The Navigation Center will be a great resource for people who are homeless or at risk to be homeless.

Mayor Jones adjourned the meeting in memory of a former Garden Grove employee and Garden Grove resident, Mr. Greg Brown. Greg passed away too soon at the young age of 59 battling cancer. He was hired by the City in 2000 as a Project Planner, his energy and passion provided him with multiple opportunities while working for the Community Development Department and he was promoted several times over the 13 years he worked for the City. He was very instrumental with the Sheraton Hotel and was proud of his role on this project. He loved music and was a member of the local OC Band, Late Start where he played drums. Greg was fun, energetic, and devoted to his wife Jennifer, his son Ryan and daughter Hillary.

ADJOURNMENT

At 8:15 p.m., Mayor Jones adjourned the meeting in memory of Greg Brown. The next Regular City Council Meeting will be held on Tuesday, September 27, 2022, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy
City Clerk

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Patricia Song
Dept.: City Manager Dept.: Finance
Subject: Receive and file warrants. Date: 10/11/2022
 (*Action Item*)

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	10/6/2022	Warrants	08012022.pdf
Warrants	10/6/2022	Warrants	08032022.pdf
Warrants	10/6/2022	Warrants	08102022.pdf
Warrants	10/6/2022	Warrants	08172022.pdf
Warrants	10/6/2022	Warrants	08242022.pdf
Warrants	10/6/2022	Warrants	08312022.pdf
Warrants	10/6/2022	Warrants	09012022.pdf
Warrants	10/6/2022	Warrants	09072022.pdf
Warrants	10/6/2022	Warrants	Warrant_Register- Payroll_9_22_22.pdf



City of Garden Grove
Certificate of Warrants
Register Dates:
8/1/2022

This is to certify the demands covered by EFT numbers 00025747 through 00026746, and check numbers 00680363 through 00680583 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Finance Director
Patricia Song

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 1

AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00025747	H00252	12111 BAILEY STREET LLC	08/01/2022	\$1,271.00
00025748	H0951	12392 TO 12432 GROVEVIEW	08/01/2022	\$764.00
00025749	H00286	12909 CORDARY LLC	08/01/2022	\$5,809.00
00025750	H3409	12911 GALWAY ST, LLC	08/01/2022	\$4,583.00
00025751	H3297	13251 NEWLAND, LLC	08/01/2022	\$13,252.00
00025752	H4567	15915 LA FORGE ST WHITTIER, LLC	08/01/2022	\$775.00
00025753	H3906	19822 BROOKHURST, LLC	08/01/2022	\$2,537.00
00025754	H2617	2300 W EL SEGUNDO, LP DBA LOTUS GARDENS	08/01/2022	\$9,472.00
00025755	H4149	2555 WEST WINSTON ROAD, LP PEBBLE COVE APARTMENTS	08/01/2022	\$4,553.00
00025756	H4791	606 SOUTH 6TH ST ASSOCIATES, LP	08/01/2022	\$8,164.00
00025757	H2483	7632 21ST ST, LP	08/01/2022	\$5,474.00
00025758	H2971	8080 BEVER PLACE-NEGBA, LLC	08/01/2022	\$1,418.00
00025759	H4654	8572 STANFORD, LLC	08/01/2022	\$2,381.00
00025760	H1044	ABCO CROWN VILLA,LTD	08/01/2022	\$905.00
00025761	H3560	ACACIA VILLAGE	08/01/2022	\$27,552.00
00025762	H9002	ACACIAN APTS	08/01/2022	\$41,340.00
00025763	H00121	ADRIAN REALTY LLC	08/01/2022	\$2,885.00
00025764	H4389	ADRIATIC APTS	08/01/2022	\$1,081.00
00025765	H3401	AEGEAN APARTMENTS	08/01/2022	\$7,442.00
00025766	H4741	PARVIZ ALAI	08/01/2022	\$4,504.00
00025767	H00033	ALEXANY NGUYEN PROPERTIES, LLC	08/01/2022	\$1,442.00
00025768	H3512	ALFRED P VU & JULIE NGA HO, LLC	08/01/2022	\$1,901.00
00025769	H1684	REHANA ALIBULLA	08/01/2022	\$2,088.00
00025770	H4121	ALLARD APARTMENT, LLC	08/01/2022	\$7,102.00
00025771	H3645	LYNN KATHLEEN ALLEN	08/01/2022	\$238.00
00025772	H2454	ALTEZA,INC	08/01/2022	\$1,870.00
00025773	H4668	AMCAL OCEANA FUND, LP OCEANA APARTMENTS	08/01/2022	\$1,351.00
00025774	H2489	AMERICAN FAMILY HOUSING	08/01/2022	\$10,696.00
00025775	H00093	SALMAN M AMIR	08/01/2022	\$2,664.00
00025776	H2938	ANAHEIM SUNSET PLAZA APTS	08/01/2022	\$7,184.00
00025777	H4371	CHUNG NAN AOU	08/01/2022	\$1,770.00
00025778	H00181	AP TRUST DATED 01/20/21	08/01/2022	\$1,881.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 2

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00025779	H4254	ARBOR VILLAS, LLC	08/01/2022	\$3,827.00
00025780	H00048	JESSIE WONG ARIAS	08/01/2022	\$1,816.00
00025781	H4027	TIMOTEO ARJON	08/01/2022	\$1,504.00
00025782	H3930	EIDA A ATTIA	08/01/2022	\$1,794.00
00025783	H4272	PAUL AUDUONG	08/01/2022	\$1,521.00
00025784	H4532	AUGUSTA GROUP INVESTMENTS INC	08/01/2022	\$1,248.00
00025785	H00180	AVANATH FESTIVAL LP	08/01/2022	\$2,626.00
00025786	H00084	AVANATH GROVE LP	08/01/2022	\$46,118.00
00025787	H2062	AYNEM INVESTMENTS, LP	08/01/2022	\$17,077.00
00025788	H00210	B2B INVESTMENTS LLC	08/01/2022	\$1,718.00
00025789	H4505	BACH & JASON NGUYEN INVESTMENT LLC	08/01/2022	\$1,771.00
00025790	H4295	BAKER RANCH AFFORDABLE, LP	08/01/2022	\$1,745.00
00025791	H4403	HA BANH	08/01/2022	\$1,257.00
00025792	H2370	BARRY SAYWITZ PROP TWO, LP	08/01/2022	\$5,835.00
00025793	H4777	BDA INVESTMENTS, LLC	08/01/2022	\$1,328.00
00025794	H00092	BEACH BOULEVARD COTTAGES LLC	08/01/2022	\$370.00
00025795	H4797	BEACH CREEK PARTNERS II, LP	08/01/2022	\$1,446.00
00025796	H4735	BEACHWOOD VILLAGE APARTMENTS	08/01/2022	\$1,324.00
00025797	H4368	BEHRENS PROPERTIES, LLC	08/01/2022	\$993.00
00025798	H3168	BELAGE PRESERVATION, LP	08/01/2022	\$2,528.00
00025799	H00115	BELLECOUR APARTMENTS	08/01/2022	\$940.00
00025800	H4463	BERTINA PANG LOH CHANG	08/01/2022	\$848.00
00025801	H3365	JAIME OR MAGALI BERTRAN	08/01/2022	\$1,493.00
00025802	H3115	ANIL BHALANI	08/01/2022	\$1,309.00
00025803	H0645	N C BHATT	08/01/2022	\$4,629.00
00025804	H00310	BHN MANAGEMENT INC	08/01/2022	\$4,279.00
00025805	H00167	DAVID BORTHWICK	08/01/2022	\$1,658.00
00025806	H4331	BOWEN PROPERTY, LLC	08/01/2022	\$1,534.00
00025807	H0231	MAI BOZARJIAN	08/01/2022	\$20,402.00
00025808	H4085	MAI BOZARJIAN	08/01/2022	\$5,269.00
00025809	H4399	BRIAR CREST / ROSE CREST	08/01/2022	\$3,251.00
00025810	H4784	BRIDGE WF CRYSTAL VIEW AGP, LLC	08/01/2022	\$4,679.00
00025811	H0968	SHARON OR NORMAN BROWN	08/01/2022	\$4,495.00
00025812	H4088	BACH BUI	08/01/2022	\$1,243.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 3

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00025813	H4656	DANIEL D BUI	08/01/2022	\$2,383.00
00025814	H3590	DUNG BUI	08/01/2022	\$763.00
00025815	H4699	KIMLOAN THI BUI	08/01/2022	\$1,452.00
00025816	H4664	LONG BUI	08/01/2022	\$1,185.00
00025817	H0276	MINH Q BUI	08/01/2022	\$2,087.00
00025818	H3322	MONICA BUI	08/01/2022	\$1,639.00
00025819	H1510	NGA HUYNH BUI	08/01/2022	\$1,217.00
00025820	H4779	TAM BUI	08/01/2022	\$1,555.00
00025821	H4760	THINH BUI	08/01/2022	\$1,615.00
00025822	H4108	THUAN BUI	08/01/2022	\$3,349.00
00025823	H4075	TRJET THO-MINH BUI	08/01/2022	\$2,100.00
00025824	H3524	DAVID M BURLEY	08/01/2022	\$1,636.00
00025825	H2916	THU T CAI-NGUYEN	08/01/2022	\$570.00
00025826	H3272	CAMBRIDGE HEIGHTS, LP	08/01/2022	\$1,256.00
00025827	H2159	HUONG B CAO	08/01/2022	\$514.00
00025828	H4457	MYTRANG CAO	08/01/2022	\$1,451.00
00025829	H2856	PHUOC GIA CAO	08/01/2022	\$2,188.00
00025830	H00139	CASA CIENTO ASSOCIATES LP C/O ARNEL MANAGEMENT CO	08/01/2022	\$1,675.00
00025831	H4524	CASA MADRID	08/01/2022	\$2,585.00
00025832	H4073	CASCADE TERRACE APARTMENTS	08/01/2022	\$5,221.00
00025833	H4689	DAVID G CASCINO	08/01/2022	\$1,888.00
00025834	H3904	KOU LEAN CHAN	08/01/2022	\$1,064.00
00025835	H4135	CHIEN CHAN,MIN OR TRAN	08/01/2022	\$4,100.00
00025836	H1229	EVELYN CHANG	08/01/2022	\$3,101.00
00025837	H9008	SHERRI CHANG	08/01/2022	\$1,980.00
00025838	H1368	CHARLESTON GARDENS, LLC	08/01/2022	\$1,401.00
00025839	H1239	CHATHAM VILLAGE APTS	08/01/2022	\$6,530.00
00025840	H3494	ALICE CHAU	08/01/2022	\$2,439.00
00025841	H4714	KENNY CHAU	08/01/2022	\$1,518.00
00025842	H3757	DENNIS KYINSAN CHEN	08/01/2022	\$5,413.00
00025843	H1362	SHIAO-YUNG CHEN	08/01/2022	\$6,736.00
00025844	H9010	T C CHEN	08/01/2022	\$22,145.00
00025845	H3490	CHERRY WEST PROPERTIES	08/01/2022	\$1,251.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 4

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00025846	H1788	STEPHEN CHEUNG	08/01/2022	\$1,573.00
00025847	H3094	PAUL M CHEY	08/01/2022	\$2,700.00
00025848	H4707	NARITH CHHUM	08/01/2022	\$1,845.00
00025849	H0317	LI-YONG CHIANG	08/01/2022	\$1,326.00
00025850	H0159	DON J G CHONG	08/01/2022	\$5,409.00
00025851	H1946	JOHN CHUN	08/01/2022	\$1,291.00
00025852	H9011	KYU B CHUNG	08/01/2022	\$5,620.00
00025853	H4444	CITRUS GROVE, LP	08/01/2022	\$894.00
00025854	H00277	CITY OF COMPTON LOCAL HOUSING AUTHORITY	08/01/2022	\$1,221.12
00025855	H00129	CLEARWATER INVESTMENTS	08/01/2022	\$7,071.00
00025856	H3246	KATHLEEN P CLIFTON	08/01/2022	\$1,340.00
00025857	H4785	CM 2080 NEW, LLC	08/01/2022	\$1,283.00
00025858	H0776	PONCH CO	08/01/2022	\$1,165.00
00025859	H3137	KATHY D COLACION	08/01/2022	\$2,371.00
00025860	H4337	COMMUNITY GARDENS PARTNERS, LP	08/01/2022	\$5,481.00
00025861	H3359	NORMA S CONCEPCION	08/01/2022	\$1,420.00
00025862	H2193	CONCORD MGMT, LLC	08/01/2022	\$894.00
00025863	H3752	CONNOR PINES, LLC	08/01/2022	\$16,751.00
00025864	H0642	CONTINENTAL GARDENS APTS	08/01/2022	\$12,644.00
00025865	H1134	CONTINENTAL GARDENS APTS	08/01/2022	\$4,717.00
00025866	H00080	COUNTRY SQUIRE TUSTIN LLC	08/01/2022	\$1,225.00
00025867	H0039	COURTYARD VILLAS	08/01/2022	\$8,747.00
00025868	H00294	LUIS CRESCITELLI	08/01/2022	\$1,995.00
00025869	H4556	CST CAPITAL, LLC	08/01/2022	\$1,132.00
00025870	H4686	CTC INVESTMENT GROUP, INC	08/01/2022	\$1,491.00
00025871	H0017	KHANH CUNG	08/01/2022	\$2,598.00
00025872	H3376	CURTIS FAMILY TRUST	08/01/2022	\$1,259.00
00025873	H4659	D1 SENIOR IRVINE HOUSING PARTNERS, LP	08/01/2022	\$1,727.00
00025874	H2985	NGHIA HO OR PHAN VE TU DAC	08/01/2022	\$5,848.00
00025875	H4646	HUONG NGOC DAI	08/01/2022	\$1,223.00
00025876	H00082	DAISY APARTMENT HOMES LLC	08/01/2022	\$1,518.00
00025877	H2100	BINH DINH DAM	08/01/2022	\$1,497.00
00025878	H3947	ANNIE DANG	08/01/2022	\$1,334.00
00025879	H3369	CHINH VAN DANG	08/01/2022	\$1,534.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 5

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00025880	H00300	LONG BILLY DANG	08/01/2022	\$2,633.00
00025881	H4561	MIKE M DANG	08/01/2022	\$2,330.00
00025882	H3065	DAVID DANG	08/01/2022	\$1,578.00
00025883	H4598	THANH-THUY THI DANG	08/01/2022	\$1,151.00
00025884	H1895	JOSEPH N DAO	08/01/2022	\$1,409.00
00025885	H00157	MAI DAO	08/01/2022	\$1,970.00
00025886	H00050	MICHELLE DAO	08/01/2022	\$1,775.00
00025887	H1245	NELSON NGUYEN DAO	08/01/2022	\$4,572.00
00025888	H1750	TRU DAO	08/01/2022	\$5,656.00
00025889	H2184	TU VAN DAO	08/01/2022	\$713.00
00025890	H9413	TU VAN DAO	08/01/2022	\$2,543.00
00025891	H3021	NGOC-THUY DAO	08/01/2022	\$1,574.00
00025892	H1802	LUONG-NGUYEN DAO-PHAM, LOC THI OR PHAM	08/01/2022	\$2,652.00
00025893	H4239	RICHARD DAVIS	08/01/2022	\$3,165.00
00025894	H4607	DE ANZA PLAZA APTS II	08/01/2022	\$1,268.00
00025895	H4071	DEERING II FAMILY, LP	08/01/2022	\$1,157.00
00025896	H3626	CLARA J DEWYER	08/01/2022	\$911.00
00025897	H4583	HOI TUAN DIEP	08/01/2022	\$1,313.00
00025898	H00067	BIEN T DINH	08/01/2022	\$2,286.00
00025899	H4595	HAI DINH	08/01/2022	\$1,377.00
00025900	H2147	HANH DINH	08/01/2022	\$2,144.00
00025901	H4223	KATHLEEN DINH	08/01/2022	\$1,750.00
00025902	H1479	KIM DINH	08/01/2022	\$3,809.00
00025903	H4373	LAN THAI DINH	08/01/2022	\$3,635.00
00025904	H3629	LONG T DINH	08/01/2022	\$3,577.00
00025905	H4372	NHU Y DINH	08/01/2022	\$1,249.00
00025906	H4406	THU V DINH	08/01/2022	\$496.00
00025907	H4594	TUAN DINH	08/01/2022	\$2,370.00
00025908	H3284	DNK PROPERTY, LLC	08/01/2022	\$17,512.00
00025909	H4498	BRANDON BINH DO	08/01/2022	\$3,109.00
00025910	H4717	BYRON DO	08/01/2022	\$2,391.00
00025911	H4718	DAITRANG DO	08/01/2022	\$2,687.00
00025912	H4418	DOMINIC HAU DO	08/01/2022	\$993.00
00025913	H00131	KEVIN HUNG DO	08/01/2022	\$1,537.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 6

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00025914	H1867	MINH C DO	08/01/2022	\$4,489.00
00025915	H4450	MY-PHUONG DO	08/01/2022	\$1,414.00
00025916	H1674	NANCY DO	08/01/2022	\$1,380.00
00025917	H4802	NGA N DO	08/01/2022	\$2,308.00
00025918	H00186	NOAN THI DO	08/01/2022	\$2,234.00
00025919	H3593	THUY THI DO	08/01/2022	\$355.00
00025920	H3181	TIM DO	08/01/2022	\$1,135.00
00025921	H3671	TINA DO	08/01/2022	\$1,429.00
00025922	H9016	TINA DO	08/01/2022	\$3,769.00
00025923	H00137	CRYSTAL DOAN	08/01/2022	\$1,276.00
00025924	H0580	HARRY DOAN	08/01/2022	\$16.00
00025925	H4639	HIEP THI DOAN	08/01/2022	\$2,833.00
00025926	H4808	HUEY G DOAN	08/01/2022	\$3,976.00
00025927	H3999	HUY DOAN	08/01/2022	\$1,388.00
00025928	H4289	HUY DOAN	08/01/2022	\$744.00
00025929	H4420	KYLAM DOAN	08/01/2022	\$1,803.00
00025930	H3980	NHA & JOANNE TRANG VU DOAN	08/01/2022	\$1,670.00
00025931	H3855	PHUONGNGA THI DOAN	08/01/2022	\$2,192.00
00025932	H2424	JERRY DOIDGE	08/01/2022	\$1,376.00
00025933	H3382	DOLCE VITA INVESTMENTS, LLC	08/01/2022	\$6,007.00
00025934	H1744	MINH TRANG DONG	08/01/2022	\$996.00
00025935	H2945	DORADO SENIOR APARTMENTS, LP	08/01/2022	\$2,602.00
00025936	H4413	WILLIAM A DOWD III	08/01/2022	\$1,152.00
00025937	H3228	DSN INVESTMENT GROUP, LLC	08/01/2022	\$6,896.00
00025938	H3510	DTP INVESTMENTS, LLC	08/01/2022	\$2,747.00
00025939	H4464	CHRISTINE H DU	08/01/2022	\$1,243.00
00025940	H00061	DULILEON NINE LLC	08/01/2022	\$1,125.00
00025941	H1385	DAVID C DUNN	08/01/2022	\$2,492.00
00025942	H9021	DAVID F DUNNETT	08/01/2022	\$1,243.00
00025943	H3866	HONG MANH DUONG	08/01/2022	\$1,241.00
00025944	H00287	KAREN DUONG	08/01/2022	\$1,434.00
00025945	H1885	MINH B DUONG	08/01/2022	\$5,415.00
00025946	H3688	THAI VAN DUONG	08/01/2022	\$1,480.00
00025947	H00081	TIFFANY DUONG	08/01/2022	\$998.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 7

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00025948	H3087	CHI THI DUONG	08/01/2022	\$2,322.00
00025949	H2869	HUNG Q DUONG	08/01/2022	\$1,240.00
00025950	H2781	GLADYS DYO	08/01/2022	\$565.00
00025951	H00091	E-Z HOUSING GROUP LLC	08/01/2022	\$1,614.00
00025952	H2422	EASTWIND PROPERTIES, LLC	08/01/2022	\$2,904.00
00025953	H4770	EBL, LLC	08/01/2022	\$5,673.00
00025954	H2036	DANIEL T EDLUND	08/01/2022	\$1,596.00
00025955	H00220	KIM Y EHLE	08/01/2022	\$1,089.00
00025956	H00233	EL NILE INVESTMENTS LLC	08/01/2022	\$1,209.00
00025957	H4250	EL PUEBLO APTS	08/01/2022	\$2,907.00
00025958	H4294	EL RAY PARTNERS, LLC	08/01/2022	\$8,162.00
00025959	H4438	ELIAS CAPITAL GROUP, LLC	08/01/2022	\$2,834.00
00025960	H00250	EMERALD RIDGE APARTMENTS	08/01/2022	\$1,662.00
00025961	H4234	TERRY C ENGEL	08/01/2022	\$1,575.00
00025962	H00282	ERP OPERATING LIMITED PARTNERSHIP	08/01/2022	\$8,667.00
00025963	H3299	EVERGREEN ESTATE EXPANSION, LLC	08/01/2022	\$7,924.00
00025964	H00030	FAIRECREST REAL ESTATE, LLC	08/01/2022	\$2,564.00
00025965	H1553	FAIRVIEW MGMT COMPANY	08/01/2022	\$2,603.00
00025966	H5769	BOONE FAN	08/01/2022	\$3,297.00
00025967	H3034	FBC APARTMENTS	08/01/2022	\$780.00
00025968	H4757	FG GOLDENWEST SENIOR APTS, LP	08/01/2022	\$18,717.00
00025969	H1702	FLOYD H FIELDS	08/01/2022	\$1,255.00
00025970	H1689	WENDY FINCH	08/01/2022	\$983.00
00025971	H00049	FIVE POINTS HOUSING LP	08/01/2022	\$3,466.00
00025972	H3329	FOREVERGREEN EXPANSION, LLC	08/01/2022	\$1,449.00
00025973	H00200	FOUNTAIN VALLEY HOUSING PARTNERS LP	08/01/2022	\$1,502.00
00025974	H00051	FOUR SEASON 339 LLC	08/01/2022	\$1,203.00
00025975	H7410	FRANCISCAN GARDENS APTS	08/01/2022	\$27,655.00
00025976	H2569	WILLIAM FRECHTMAN	08/01/2022	\$1,537.00
00025977	H4610	FREEDOMPATH PROPERTIES, LLC	08/01/2022	\$2,650.00
00025978	H3691	FU CRAIG FA, LLC	08/01/2022	\$4,838.00
00025979	H2215	KARL GANZ	08/01/2022	\$1,078.00
00025980	H3384	ALBINO GARCIA	08/01/2022	\$3,649.00
00025981	H3194	GARDEN BAY APARTMENTS, LLC	08/01/2022	\$1,405.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 8

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00025982	V00694	GARDEN GROVE HOUSING AUTHORITY-ESCROW ACCT	08/01/2022	\$6,139.00
00025983	H4275	GARDEN GROVE HOUSING ASSOCIATE	08/01/2022	\$4,433.00
00025984	H00095	CHRIS ANN GARZA	08/01/2022	\$511.00
00025985	H2029	GEORGIAN APTS	08/01/2022	\$3,166.00
00025986	H4137	AARON GERMAIN	08/01/2022	\$1,368.00
00025987	H00112	GG8662 LLC C/O DEKKO PROPERTIES LLC	08/01/2022	\$2,516.00
00025988	H3857	GIA VU, INC	08/01/2022	\$930.00
00025989	H4037	BRIGITTE GIACALONE	08/01/2022	\$932.00
00025990	H4742	GIERS WELLS PARTNERSHIP	08/01/2022	\$1,755.00
00025991	H3894	GIGI APARTMENTS	08/01/2022	\$2,076.00
00025992	H4046	GLENHAVEN MOBILODGE	08/01/2022	\$1,074.00
00025993	H00123	GLS GROUP LLC	08/01/2022	\$1,126.00
00025994	H00321	GOLDEN COAST PACIFIC PROPERTIES LLC	08/01/2022	\$1,569.00
00025995	H4346	HENRY S GOMEZ	08/01/2022	\$1,692.00
00025996	H2737	WILLIAM GREEN	08/01/2022	\$1,259.00
00025997	H00172	GREENBROOK APARTMENTS LP	08/01/2022	\$1,310.00
00025998	H3833	GREENFIELDSDIE, LLC	08/01/2022	\$3,092.00
00025999	H3639	GROVE PARK LP	08/01/2022	\$82,733.00
00026000	H9028	JIM GULMESOFF	08/01/2022	\$3,299.00
00026001	H3949	GINA GUYUMJYAN	08/01/2022	\$3,735.00
00026002	H4172	HA OF DEKALB COUNTY	08/01/2022	\$672.45
00026003	H4692	CASIE HA	08/01/2022	\$2,750.00
00026004	H4092	DAC T HA	08/01/2022	\$1,653.00
00026005	H1824	KHIEM Q HA	08/01/2022	\$2,459.00
00026006	H1629	MANH MINH HA	08/01/2022	\$1,165.00
00026007	H4562	TRAN D HA	08/01/2022	\$2,659.00
00026008	H3735	TRIET M HA	08/01/2022	\$1,400.00
00026009	H00096	HSIAO HUNG HAH	08/01/2022	\$1,199.00
00026010	H0550	HALL & ASSOCIATES, INC	08/01/2022	\$5,769.00
00026011	H1969	LINDA HAN	08/01/2022	\$1,906.00
00026012	H00314	CAROLYN F HANSEN	08/01/2022	\$1,304.00
00026013	H5208	CLIFTON & BRENDA HANSON	08/01/2022	\$2,795.00
00026014	H3838	STEVEN HAU	08/01/2022	\$1,211.00
00026015	H2955	HERITAGE PARK	08/01/2022	\$3,211.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 9

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026016	H4708	HIGHLAND FINANCE INVESTMENTS CORP	08/01/2022	\$1,432.00
00026017	H0250	SHERRY OR RICHARD HILLIARD	08/01/2022	\$1,674.00
00026018	H00173	HKT INVESTMENT	08/01/2022	\$3,923.00
00026019	H3921	HMZ RESIDENTIAL PARK, LP	08/01/2022	\$2,511.00
00026020	H00289	DAO HO	08/01/2022	\$1,396.00
00026021	H3255	HENRY HOI HO	08/01/2022	\$1,964.00
00026022	H1010	HO, HIEP or DAO, NGOC THUY	08/01/2022	\$10,104.00
00026023	H3653	LIEN KIM HO	08/01/2022	\$1,708.00
00026024	H3781	PAULINE HO	08/01/2022	\$2,670.00
00026025	H4827	PETER HO	08/01/2022	\$1,484.00
00026026	H00183	THUY HO	08/01/2022	\$1,368.00
00026027	H4268	TIM HO	08/01/2022	\$924.00
00026028	H00071	HOLLY HOANG	08/01/2022	\$1,362.00
00026029	H00301	KHANH HOANG	08/01/2022	\$1,508.00
00026030	H1864	LIEN HOANG	08/01/2022	\$1,394.00
00026031	H3984	LONG HOANG	08/01/2022	\$1,473.00
00026032	H4783	THINH HOANG	08/01/2022	\$1,803.00
00026033	H4224	TRACY HOANG	08/01/2022	\$1,121.00
00026034	H2354	TRIEU HOANG	08/01/2022	\$1,447.00
00026035	H4542	TUAN HOANG	08/01/2022	\$2,115.00
00026036	H00278	VUONG HOANG	08/01/2022	\$1,682.00
00026037	H2662	LANG HOANG	08/01/2022	\$1,714.00
00026038	H2974	NHAN TIEN HOANG	08/01/2022	\$1,982.00
00026039	H3883	ROSEMARY LC HOLTZMAN	08/01/2022	\$906.00
00026040	H1120	SALLY HOPPE	08/01/2022	\$849.00
00026041	H2532	LUC HUA	08/01/2022	\$1,534.00
00026042	H3595	HUNTINGTON WESTMINSTER APT, LLC	08/01/2022	\$1,500.00
00026043	H1659	DON HUSS	08/01/2022	\$2,624.00
00026044	H00133	BAO TRINH HUYNH	08/01/2022	\$229.00
00026045	H0658	CHEN THI HUYNH	08/01/2022	\$2,665.00
00026046	H3641	FELIX HUYNH	08/01/2022	\$715.00
00026047	H4763	JOANNE HUYNH	08/01/2022	\$1,213.00
00026048	H3509	KELVIN HUYNH	08/01/2022	\$1,238.00
00026049	H4405	LOAN HUYNH	08/01/2022	\$638.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 10

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026050	H4237	MINH HUY HUYNH	08/01/2022	\$2,074.00
00026051	H4271	PHILIP HUYNH	08/01/2022	\$654.00
00026052	H1574	SALLY B HUYNH	08/01/2022	\$1,508.00
00026053	H4246	KIM DONG T HUYNH, SCOTT THANH OR LE	08/01/2022	\$1,156.00
00026054	H4747	THAI C HUYNH	08/01/2022	\$2,343.00
00026055	H3117	LONG BAO HUYNH	08/01/2022	\$1,341.00
00026056	H1262	CM HWANG	08/01/2022	\$1,511.00
00026057	H3848	IMPERIAL NORTH HOLDINGS, LLC	08/01/2022	\$3,280.00
00026058	H3644	IMPERIAL NORTHWEST HOLDINGS	08/01/2022	\$4,956.00
00026059	H00319	INFINITY RESIDENTIAL, INC	08/01/2022	\$1,223.00
00026060	H2984	INTERNATIONAL BUSINESS INVESTMENT GROUP, LLC	08/01/2022	\$2,591.00
00026061	H4350	J & E ESTATES, LLC	08/01/2022	\$2,108.00
00026062	H3402	JERRY JANESKI	08/01/2022	\$1,124.00
00026063	H4427	JD PROPERTY MANAGEMENT, INC	08/01/2022	\$5,693.00
00026064	H4716	NARIYA JEAN	08/01/2022	\$1,998.00
00026065	H00031	JEFFERSON HB, LLC	08/01/2022	\$1,325.00
00026066	H3040	JENSEN SOMMERVILLE CONZELMAN	08/01/2022	\$1,791.00
00026067	H3165	JG & B CORPORATION	08/01/2022	\$7,838.00
00026068	H3266	JGK GARDEN GROVE, LP	08/01/2022	\$38,140.00
00026069	H2936	JGKALLINS INVESTMENTS, LP	08/01/2022	\$1,412.00
00026070	H2530	NATHAN D JOHNSON	08/01/2022	\$2,080.00
00026071	H4557	JTM BAYOU, LLC	08/01/2022	\$1,763.00
00026072	H9029	LIN J JU	08/01/2022	\$3,020.00
00026073	H2595	FRED JU	08/01/2022	\$1,205.00
00026074	H4042	JUNG SUN NOH	08/01/2022	\$7,883.00
00026075	H4077	JUNG SUN NOH	08/01/2022	\$1,691.00
00026076	H4078	JUNG SUN NOH	08/01/2022	\$1,508.00
00026077	H4467	KAID MALINDA INVESTMENT INC	08/01/2022	\$2,342.00
00026078	H00258	KAID TAFT INVESTMENT INC	08/01/2022	\$2,050.00
00026079	H4482	JAIDEEP KAMAT	08/01/2022	\$1,732.00
00026080	H4758	JUN-WEI KAO	08/01/2022	\$1,359.00
00026081	H3320	KASHI TRUST	08/01/2022	\$9,067.00
00026082	H4767	KATELLA FAMILY HOUSING PARTNER	08/01/2022	\$1,571.00
00026083	H3771	KATELLA MOBILE HOME ESTATES	08/01/2022	\$882.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 11

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026084	H3721	KCM INVESTMENTS, LLC	08/01/2022	\$2,633.00
00026085	H4696	KD RENT	08/01/2022	\$3,924.00
00026086	H1018	LU-YONG KEH	08/01/2022	\$5,666.00
00026087	H4374	KEITH AND HOLLY CORPORATION	08/01/2022	\$826.00
00026088	H9030	ROBERT KELLEY	08/01/2022	\$4,956.00
00026089	H3113	KENSINGTON GARDENS	08/01/2022	\$923.00
00026090	H1535	DAN VAN KHA	08/01/2022	\$1,371.00
00026091	H1888	LINDA KHA	08/01/2022	\$1,900.00
00026092	H2423	CAM MY KHA	08/01/2022	\$1,820.00
00026093	H2624	SETH S KHEANG	08/01/2022	\$2,820.00
00026094	H00280	A THI KHUU	08/01/2022	\$2,488.00
00026095	H3727	HENRY THAI KHUU	08/01/2022	\$1,415.00
00026096	H0890	DAVID S KIM	08/01/2022	\$1,003.00
00026097	H4527	MELVIN LEE KIM	08/01/2022	\$1,201.00
00026098	H9033	SON H KIM	08/01/2022	\$5,040.00
00026099	H9031	HARRY H KIM	08/01/2022	\$1,508.00
00026100	H9001	KING COUNTY HOUSING AUTHORITY	08/01/2022	\$3,981.86
00026101	H1797	KING INVESTMENT GROUP, INC	08/01/2022	\$4,718.00
00026102	H3591	BERNARD KING	08/01/2022	\$241.00
00026103	H3567	KENT M KITSELMAN	08/01/2022	\$1,493.00
00026104	H2960	MARILYN KLUNK	08/01/2022	\$2,621.00
00026105	H2460	KNK PROPERTIES	08/01/2022	\$9,821.00
00026106	H4510	KPKK, LLC	08/01/2022	\$1,330.00
00026107	H0082	EDWARD KUO	08/01/2022	\$660.00
00026108	H1193	EDWARD KUO	08/01/2022	\$1,262.00
00026109	H4804	SATOKO KURATA	08/01/2022	\$1,110.00
00026110	H4609	JOAQUIN KURZ	08/01/2022	\$3,127.00
00026111	H4737	TUYET B LA	08/01/2022	\$1,959.00
00026112	H4712	LADERA WNG II, LLC	08/01/2022	\$2,505.00
00026113	H3611	LAGUNA HILLS TRAVELODGE, LLC	08/01/2022	\$34,264.00
00026114	H3793	LAGUNA STREET APARTMENTS, LLC	08/01/2022	\$2,295.00
00026115	H2636	LAKESIDE ASSOCIATION	08/01/2022	\$3,901.00
00026116	H4253	JULIE LALLY	08/01/2022	\$1,641.00
00026117	H3552	ANDRE LAM	08/01/2022	\$927.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 12

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026118	H00028	ANH LAN LAM	08/01/2022	\$2,001.00
00026119	H3711	CAM THI T LAM	08/01/2022	\$1,143.00
00026120	H1224	CHAU LAM	08/01/2022	\$5,422.00
00026121	H00045	CHRISTINE M LAM	08/01/2022	\$860.00
00026122	H00213	DAVID LAM	08/01/2022	\$1,935.00
00026123	H2396	HAI LAM	08/01/2022	\$5,609.00
00026124	H4631	HUNG LAM	08/01/2022	\$2,159.00
00026125	H4563	QUOC D LAM	08/01/2022	\$1,936.00
00026126	H00088	QUYHN GIAO LAM	08/01/2022	\$572.00
00026127	H00042	STEVEN LAM	08/01/2022	\$813.00
00026128	H2168	THONG KIM LAM	08/01/2022	\$2,857.00
00026129	H2873	MAI LAM	08/01/2022	\$1,231.00
00026130	H4454	LAMPLIGHTER VILLAGE APTS	08/01/2022	\$12,291.00
00026131	H4745	LAMPSON EP, LLC	08/01/2022	\$1,219.00
00026132	H4504	LAMY OANH, LLC	08/01/2022	\$6,146.00
00026133	H4663	LAS PALMAS APTS	08/01/2022	\$1,842.00
00026134	H4402	STEPHEN LAU	08/01/2022	\$1,320.00
00026135	H00151	CATHERINE LAZARAN	08/01/2022	\$1,598.00
00026136	H3945	JOHN LAZENBY	08/01/2022	\$2,449.00
00026137	H4471	LE MORNINGSIDE, LLC	08/01/2022	\$3,644.00
00026138	H4754	ANH LE	08/01/2022	\$2,913.00
00026139	H00153	BENJAMIN BAO LE	08/01/2022	\$1,600.00
00026140	H4421	BILL BQ LE	08/01/2022	\$1,409.00
00026141	H00104	CELINE LE	08/01/2022	\$1,920.00
00026142	H4634	DANIEL LE	08/01/2022	\$1,374.00
00026143	H4133	HIEP THI LE	08/01/2022	\$2,568.00
00026144	H00179	HUONG THI LE	08/01/2022	\$1,480.00
00026145	H1258	JIMMY T LE	08/01/2022	\$2,095.00
00026146	H4555	JOHN LE	08/01/2022	\$2,208.00
00026147	H4142	JOHN TOAN LE	08/01/2022	\$3,405.00
00026148	H4462	LAN V LE	08/01/2022	\$674.00
00026149	H4319	LANH C LE	08/01/2022	\$1,710.00
00026150	H3796	LY PHUONG LE	08/01/2022	\$1,990.00
00026151	H00148	MAN MINH LE	08/01/2022	\$1,928.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 13

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026152	H3623	MICHAEL LE	08/01/2022	\$2,151.00
00026153	H0918	NANCY NGAT THI LE	08/01/2022	\$3,202.00
00026154	H3416	NGA LE	08/01/2022	\$1,694.00
00026155	H4428	RICHARD TUANANH LE	08/01/2022	\$1,320.00
00026156	H0948	STEPHANIE THU LE	08/01/2022	\$4,170.00
00026157	H00209	TAI LE	08/01/2022	\$2,327.00
00026158	H00099	TAN LE	08/01/2022	\$1,432.00
00026159	H00214	THAM T LE	08/01/2022	\$1,312.00
00026160	H3661	THANH TIEN LE	08/01/2022	\$1,121.00
00026161	H00069	THOMAS T LE	08/01/2022	\$1,352.00
00026162	H00134	TIFFANY D LE	08/01/2022	\$1,458.00
00026163	H00202	TRINA TRINH LE	08/01/2022	\$1,626.00
00026164	H00135	TUYEN NIKKI LE	08/01/2022	\$1,390.00
00026165	H0167	BAO GIA LE	08/01/2022	\$4,736.00
00026166	H3946	DAVID OR TRINH LEE	08/01/2022	\$957.00
00026167	H4547	LEMON GROVE, LP	08/01/2022	\$1,666.00
00026168	H1602	ROGER LEUNG	08/01/2022	\$1,294.00
00026169	H4002	SOL M LI	08/01/2022	\$1,905.00
00026170	H1533	DAVID LIN	08/01/2022	\$2,696.00
00026171	H1616	EEL-YU LIN	08/01/2022	\$146.00
00026172	H4344	LINCOLN VILLAS APT HOMES, LLC	08/01/2022	\$8,510.00
00026173	H4592	LINCOLN WOODS APARTMENTS	08/01/2022	\$2,522.00
00026174	H1960	KATHERINE LITTON	08/01/2022	\$1,384.00
00026175	H00242	CHEN-CHUNG LIU	08/01/2022	\$1,878.00
00026176	H2080	LLE, LLC	08/01/2022	\$781.00
00026177	H00090	LOGAN MT LLC	08/01/2022	\$1,539.00
00026178	H3888	TROY LONG, TU-ANH & DUONG	08/01/2022	\$983.00
00026179	H3311	CINDY W LOUIE	08/01/2022	\$2,403.00
00026180	H00143	KATHERINE LU	08/01/2022	\$1,193.00
00026181	H2120	QUYNH THUY LU	08/01/2022	\$3,078.00
00026182	H00177	CHRISTOPHER LAC LUONG	08/01/2022	\$991.00
00026183	H1424	KHANH LUONG	08/01/2022	\$1,436.00
00026184	H4603	LONG DUC LUONG	08/01/2022	\$1,060.00
00026185	H4157	TRA THI-PHUONG LUONG	08/01/2022	\$3,548.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 14

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026186	H4572	ALLEN LUU	08/01/2022	\$1,476.00
00026187	H4491	TUAN V LUU	08/01/2022	\$1,518.00
00026188	H4669	ANDY LY	08/01/2022	\$2,396.00
00026189	H3717	DUC T LY	08/01/2022	\$538.00
00026190	H1613	MING LY	08/01/2022	\$1,910.00
00026191	H00166	MINH N LY	08/01/2022	\$1,394.00
00026192	H3754	TAN Q LY	08/01/2022	\$1,377.00
00026193	H3390	TRANH LY	08/01/2022	\$4,714.00
00026194	H4154	TUYEN X LY	08/01/2022	\$2,840.00
00026195	H00219	M FORTUNE LLC	08/01/2022	\$1,568.00
00026196	H00311	MEI CI MA	08/01/2022	\$1,570.00
00026197	H1705	MAGIC LAMP MOBILE HOME PARK	08/01/2022	\$1,337.00
00026198	H00136	MAGNET SENIOR HOUSING PARTNERS LP C/O MONTAIRA	08/01/2022	\$1,742.00
00026199	H3201	ANN N MAI	08/01/2022	\$3,060.00
00026200	H00192	ANNIE MAI	08/01/2022	\$2,136.00
00026201	H3996	FRANK MAI	08/01/2022	\$1,819.00
00026202	H4308	JENNIE THUY MAI	08/01/2022	\$2,455.00
00026203	H1499	LINDA MAI	08/01/2022	\$1,714.00
00026204	H00191	TUNG THANH MAI	08/01/2022	\$1,217.00
00026205	H2451	CHUCK MAI	08/01/2022	\$2,361.00
00026206	H4298	JAIMIE MAI-NGO	08/01/2022	\$1,345.00
00026207	H00341	LATA MAJITHIA	08/01/2022	\$1,784.00
00026208	H4539	KONSTANTINOS P MANDAS	08/01/2022	\$3,237.00
00026209	H4796	HARALAMBOS & GEORGIA MANTAS	08/01/2022	\$1,324.00
00026210	H4818	LLOYD MANTONG	08/01/2022	\$256.00
00026211	H6865	MARIPOSA PROPERTIES	08/01/2022	\$1,558.00
00026212	H4816	MATTAR REAL ESTATE INVESTMENT	08/01/2022	\$765.00
00026213	H7370	LEOPOLD MAYER	08/01/2022	\$2,600.00
00026214	H2135	JOHN MC GOFF	08/01/2022	\$932.00
00026215	H00318	MCCOMBER CREEK LLC	08/01/2022	\$1,684.00
00026216	H2842	GRACE OR GERALD MCGRATH	08/01/2022	\$871.00
00026217	H8490	GRACE OR GERALD MCGRATH	08/01/2022	\$1,202.00
00026218	H00269	MCP KENSINGTON LP	08/01/2022	\$1,214.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 15

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026219	H4793	MEAGHER FAMILY BYPASS TRUST	08/01/2022	\$769.00
00026220	H1653	MANH MEAK	08/01/2022	\$1,397.00
00026221	H4435	JAGDISH P MEHTA	08/01/2022	\$1,330.00
00026222	H2110	MIDWAY INTEREST, LP	08/01/2022	\$8,623.00
00026223	H2638	MIKE & KATHY LEE, LP	08/01/2022	\$3,215.00
00026224	H4814	MITTAL LEGACY, LP	08/01/2022	\$5,569.00
00026225	H00205	JOHN MKHAIL	08/01/2022	\$1,560.00
00026226	H3256	MONARCH POINTE	08/01/2022	\$2,073.00
00026227	H3534	ANTHONY MONTEBELLO	08/01/2022	\$1,207.00
00026228	H2976	MONTECITO VISTA APT HOMES	08/01/2022	\$1,647.00
00026229	H4658	BACH MORALES	08/01/2022	\$2,389.00
00026230	H4715	MORNINGSIDE APTS, LLC	08/01/2022	\$9,068.00
00026231	H00154	MT VERNON APARTMENTS	08/01/2022	\$1,515.00
00026232	H00077	RANDALL MYCORN	08/01/2022	\$1,060.00
00026233	H00145	STEVEN B NACHAM	08/01/2022	\$1,186.00
00026234	H2622	PATRICK NAMSINH	08/01/2022	\$2,074.00
00026235	H3834	NEW HORIZONVIEW, LLC	08/01/2022	\$1,553.00
00026236	H3865	NEW KENYON APARTMENTS, LLC	08/01/2022	\$1,547.00
00026237	H4029	NEWPORT ESTATE EXPANSION, LLC	08/01/2022	\$1,365.00
00026238	H2745	DALE XUAN NGHIEM	08/01/2022	\$1,157.00
00026239	H3956	DANIEL NGHIEM	08/01/2022	\$22,690.00
00026240	H4751	DUNG T NGO	08/01/2022	\$1,853.00
00026241	H3630	HONG DIEP LE NGO	08/01/2022	\$930.00
00026242	H4184	KIM NGO	08/01/2022	\$1,041.00
00026243	H0314	LOC T NGO	08/01/2022	\$561.00
00026244	H00196	MIMI T NGO	08/01/2022	\$1,209.00
00026245	H4550	TAMMY NGO	08/01/2022	\$1,242.00
00026246	H4691	AN MANH NGUYEN	08/01/2022	\$826.00
00026247	H4719	ANA-KARINA A NGUYEN	08/01/2022	\$1,510.00
00026248	H4645	ANDREA NGUYEN	08/01/2022	\$1,144.00
00026249	H3734	ANDREW Q NGUYEN	08/01/2022	\$1,940.00
00026250	H4401	ANH NGUYEN	08/01/2022	\$1,054.00
00026251	H1938	ANH-DAO NGUYEN	08/01/2022	\$1,266.00
00026252	H3749	ANTHONY NGUYEN	08/01/2022	\$1,429.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 16

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026253	H00176	BICH LIEN T NGUYEN	08/01/2022	\$1,498.00
00026254	H1457	BINH NGOC NGUYEN	08/01/2022	\$2,669.00
00026255	H1430	BINH QUOC NGUYEN	08/01/2022	\$3,295.00
00026256	H3958	BRIAN BAO-KHA NGUYEN	08/01/2022	\$3,495.00
00026257	H4297	CALVIN H NGUYEN	08/01/2022	\$1,614.00
00026258	H00276	CAM NGUYEN	08/01/2022	\$1,220.00
00026259	H00111	CHARLES NGUYEN	08/01/2022	\$1,852.00
00026260	H3248	CHARLIE NGUYEN	08/01/2022	\$1,614.00
00026261	H4511	CHRISTINE NGUYEN	08/01/2022	\$1,520.00
00026262	H2274	CHRISTOPHER NGUYEN	08/01/2022	\$1,658.00
00026263	H3777	CHUONG NGUYEN	08/01/2022	\$939.00
00026264	H00304	CINDY L NGUYEN	08/01/2022	\$610.00
00026265	H9043	CUONG NGUYEN	08/01/2022	\$2,403.00
00026266	H4641	DAN NGUYEN	08/01/2022	\$1,284.00
00026267	H4569	DAT NGUYEN	08/01/2022	\$1,845.00
00026268	H4015	LOAN T NGUYEN, DAVID / HA	08/01/2022	\$1,530.00
00026269	H1881	DIEM-THUY NGUYEN	08/01/2022	\$1,841.00
00026270	H4558	DONG NGUYEN	08/01/2022	\$1,437.00
00026271	H4679	DUNG KIM NGUYEN	08/01/2022	\$1,859.00
00026272	H3872	DUONG NGUYEN	08/01/2022	\$1,807.00
00026273	H1143	DZUNG DAN NGUYEN	08/01/2022	\$2,026.00
00026274	H2551	ERIC NGUYEN	08/01/2022	\$1,754.00
00026275	H4621	HANG NGUYEN	08/01/2022	\$2,004.00
00026276	H3953	HANH V NGUYEN	08/01/2022	\$1,662.00
00026277	H3370	HAO & HUONG T NGUYEN	08/01/2022	\$1,230.00
00026278	H00234	HENRY HAO VAN NGUYEN	08/01/2022	\$2,572.00
00026279	H1446	JOSEPH NGUYEN, HOA THI OR NGUYEN	08/01/2022	\$8,208.00
00026280	H4460	HUAN NGOC NGUYEN	08/01/2022	\$1,320.00
00026281	H4479	HUE THI NGUYEN	08/01/2022	\$1,339.00
00026282	H3276	HUNG NGUYEN	08/01/2022	\$1,200.00
00026283	H00272	HUNG T NGUYEN	08/01/2022	\$1,462.00
00026284	H3870	TIEN D NGUYEN, HUONG THY OR PHAM	08/01/2022	\$2,362.00
00026285	H00039	JANET NGUYEN	08/01/2022	\$3,277.00
00026286	H3242	JEANNIE NGUYEN	08/01/2022	\$2,959.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 17

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026287	H00245	JOHN NGUYEN	08/01/2022	\$1,683.00
00026288	H3241	JULIE NGUYEN	08/01/2022	\$1,436.00
00026289	H4697	KEVIN NGUYEN	08/01/2022	\$2,376.00
00026290	H4285	KHAI HUE NGUYEN	08/01/2022	\$2,495.00
00026291	H3497	KHANH DANG NGUYEN	08/01/2022	\$1,212.00
00026292	H3149	KIEN NGUYEN	08/01/2022	\$5,208.00
00026293	H4652	KIEN THI NGUYEN	08/01/2022	\$1,796.00
00026294	H3919	KIMCHI THI NGUYEN	08/01/2022	\$319.00
00026295	H4713	LAN HUONG NGUYEN	08/01/2022	\$1,596.00
00026296	H4195	LANIE NGUYEN	08/01/2022	\$3,907.00
00026297	H4700	LE B NGUYEN	08/01/2022	\$2,001.00
00026298	H00255	LIEN B NGUYEN	08/01/2022	\$1,181.00
00026299	H1687	LINDA NGUYEN	08/01/2022	\$3,705.00
00026300	H4079	LINDA LIEN NGUYEN	08/01/2022	\$1,446.00
00026301	H2331	LONG HUYEN DAC NGUYEN	08/01/2022	\$5,076.00
00026302	H4478	LUONG NGUYEN	08/01/2022	\$1,651.00
00026303	H00165	LUU PHUONG NGUYEN	08/01/2022	\$2,132.00
00026304	H1380	LYNDA NGUYEN	08/01/2022	\$1,475.00
00026305	H2391	MAN M NGUYEN	08/01/2022	\$1,247.00
00026306	H3526	MICHAEL THANG NGUYEN	08/01/2022	\$2,510.00
00026307	H00307	MICHELLE NGUYEN	08/01/2022	\$2,670.00
00026308	H4738	MINH NGUYEN	08/01/2022	\$1,548.00
00026309	H00040	MY DUNG THI NGUYEN	08/01/2022	\$2,122.00
00026310	H0907	MYLY NGUYEN	08/01/2022	\$1,541.00
00026311	H3170	MYRA D NGUYEN	08/01/2022	\$1,344.00
00026312	H1717	NANCY NGUYEN	08/01/2022	\$7,455.00
00026313	H3713	NANCY NGUYEN	08/01/2022	\$1,359.00
00026314	H00122	NATHAN V NGUYEN	08/01/2022	\$1,422.00
00026315	H1899	NGHI NGUYEN	08/01/2022	\$1,983.00
00026316	H4744	NGOC NGUYEN	08/01/2022	\$1,818.00
00026317	H4469	OSCAR THUAN NGUYEN	08/01/2022	\$2,378.00
00026318	H4423	PETER NGUYEN	08/01/2022	\$4,288.00
00026319	H00068	PHUC T NGUYEN	08/01/2022	\$1,845.00
00026320	H00298	PHUONG T NGUYEN	08/01/2022	\$2,115.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 18

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026321	H2197	PHUONG MY THI NGUYEN	08/01/2022	\$11,881.00
00026322	H00340	PHUONG N NGUYEN	08/01/2022	\$890.00
00026323	H4439	QUAN NGUYEN	08/01/2022	\$1,272.00
00026324	H3853	QUANG M NGUYEN	08/01/2022	\$160.00
00026325	H4680	SHAWN B NGUYEN	08/01/2022	\$2,080.00
00026326	H4559	SKY NGUYEN	08/01/2022	\$3,038.00
00026327	H3185	SON DINH NGUYEN	08/01/2022	\$1,596.00
00026328	H4118	STEVE NGUYEN	08/01/2022	\$1,633.00
00026329	H3425	STEVEN NGUYEN	08/01/2022	\$1,171.00
00026330	H4670	STEVEN NGUYEN	08/01/2022	\$1,970.00
00026331	H4340	STEVENS NGUYEN	08/01/2022	\$1,747.00
00026332	H00262	TAI ANH NGUYEN	08/01/2022	\$1,606.00
00026333	H3317	TAM N NGUYEN	08/01/2022	\$1,447.00
00026334	H3373	THAI DUC NGUYEN	08/01/2022	\$2,585.00
00026335	H4586	THANG XUAN NGUYEN	08/01/2022	\$1,046.00
00026336	H00059	THANH-HAI NGUYEN	08/01/2022	\$1,544.00
00026337	H3978	THANH-LE NGUYEN	08/01/2022	\$1,813.00
00026338	H3313	THANH-NHAN NGUYEN	08/01/2022	\$908.00
00026339	H00281	THIEN NGUYEN	08/01/2022	\$1,480.00
00026340	H00239	THIEU KIM NGUYEN	08/01/2022	\$1,751.00
00026341	H3755	THINH QUOC NGUYEN	08/01/2022	\$1,519.00
00026342	H4749	THOMAS NGUYEN	08/01/2022	\$2,434.00
00026343	H4734	THU-DUNG TRAN NGUYEN	08/01/2022	\$1,492.00
00026344	H1302	THUY NGUYEN	08/01/2022	\$893.00
00026345	H4772	THUY NGUYEN	08/01/2022	\$2,522.00
00026346	H3331	THUYHUONG THI NGUYEN	08/01/2022	\$1,209.00
00026347	H9045	TIEP NGUYEN	08/01/2022	\$1,421.00
00026348	H00046	TIM NGUYEN	08/01/2022	\$1,500.00
00026349	H2473	TIMMY NGUYEN	08/01/2022	\$2,990.00
00026350	H00126	TOM NGUYEN	08/01/2022	\$1,509.00
00026351	H4349	TRACY TRUC NGUYEN	08/01/2022	\$1,112.00
00026352	H4805	TRAM ANH NGUYEN	08/01/2022	\$1,543.00
00026353	H4636	TRANG NGUYEN	08/01/2022	\$2,045.00
00026354	H3469	TUAN HOANG NGUYEN	08/01/2022	\$1,807.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 19

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026355	H4243	TUAN NGOC NGUYEN	08/01/2022	\$1,763.00
00026356	H3737	TUNG QUOC NGUYEN	08/01/2022	\$2,610.00
00026357	H4643	TUYET MAI NGUYEN	08/01/2022	\$1,144.00
00026358	H1937	TUYET TRINH NGUYEN	08/01/2022	\$1,565.00
00026359	H4166	TUYET TRINH NGUYEN	08/01/2022	\$1,746.00
00026360	H4766	UYEN NGUYEN	08/01/2022	\$1,718.00
00026361	H3655	VAN HUY NGUYEN	08/01/2022	\$1,864.00
00026362	H3852	SOAN P NGUYEN, VANANH & DO	08/01/2022	\$758.00
00026363	H4570	VIVIAN NGUYEN	08/01/2022	\$622.00
00026364	H4755	NGUYEN, VY & THI	08/01/2022	\$1,580.00
00026365	H2501	CANG NGUYEN	08/01/2022	\$1,474.00
00026366	H2550	CUONG CHI NGUYEN	08/01/2022	\$5,873.00
00026367	H2337	DUNG VAN NGUYEN	08/01/2022	\$1,212.00
00026368	H3012	HAN NGUYEN	08/01/2022	\$1,003.00
00026369	H1766	HUNG C NGUYEN	08/01/2022	\$1,725.00
00026370	H3061	HUY NGUYEN	08/01/2022	\$2,623.00
00026371	H3096	HUYEN TT NGUYEN	08/01/2022	\$5,165.00
00026372	H2956	JAMES NGUYEN	08/01/2022	\$1,291.00
00026373	H1552	LAN PHUONG THI NGUYEN	08/01/2022	\$2,778.00
00026374	H2409	LAN-NGOC NGUYEN	08/01/2022	\$1,423.00
00026375	H3086	LANI LAN T NGUYEN	08/01/2022	\$1,146.00
00026376	H2812	MINH NGOC NGUYEN	08/01/2022	\$1,625.00
00026377	H2511	PERRY NGUYEN	08/01/2022	\$1,191.00
00026378	H2610	THANH-TUYEN NGUYEN	08/01/2022	\$1,241.00
00026379	H2479	THINH THI NGUYEN	08/01/2022	\$7,131.00
00026380	H2561	TIFFANY NGUYEN	08/01/2022	\$2,775.00
00026381	H3802	DIANA NGUYEN-THIEN-NH	08/01/2022	\$2,039.00
00026382	H00218	NH SEABREEZE LLC	08/01/2022	\$3,016.00
00026383	H00168	NNT PROPERTIES 4 LLC	08/01/2022	\$1,818.00
00026384	H00029	NOGAL FELIZ APARTMENTS	08/01/2022	\$1,970.00
00026385	H3952	NORMANDY APARTMENTS, LLC	08/01/2022	\$1,124.00
00026386	H00198	NOVAVILLE LLC	08/01/2022	\$6,223.00
00026387	H00197	NUTWOOD EAST APARTMENTS LLC	08/01/2022	\$1,361.00
00026388	H4597	JOHN OMDAHL	08/01/2022	\$1,850.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 20

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026389	H00158	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	08/01/2022	\$1,686.00
00026390	H00160	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	08/01/2022	\$800.00
00026391	H00161	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	08/01/2022	\$1,717.00
00026392	H00162	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	08/01/2022	\$3,952.00
00026393	H00163	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	08/01/2022	\$12,877.00
00026394	H00164	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	08/01/2022	\$6,439.00
00026395	H1622	ORANGE TREE APTS	08/01/2022	\$16,233.00
00026396	H4761	ORRWAY APTS HOMES, LLC	08/01/2022	\$461.00
00026397	H2516	SUIKO OZAKI	08/01/2022	\$1,528.00
00026398	H4495	P & J PROPERTY MANAGEMENT	08/01/2022	\$2,665.00
00026399	H1776	BRADRAKUMAR L PAHU	08/01/2022	\$2,708.00
00026400	H1328	PALM ISLAND	08/01/2022	\$11,402.00
00026401	H4477	PARISIAN APARTMENTS, LP	08/01/2022	\$1,394.00
00026402	H00296	A CA LP PARK CITY APARTMENTS	08/01/2022	\$2,090.00
00026403	H4487	PARK LANDING APARTMENTS	08/01/2022	\$2,160.00
00026404	H0254	PARK STANTON PLACE LP	08/01/2022	\$9,911.00
00026405	H4307	JIN PARK	08/01/2022	\$1,750.00
00026406	H8794	PATEL DILIP M	08/01/2022	\$6,478.00
00026407	H3249	SMITA DIPAK PATEL	08/01/2022	\$1,122.00
00026408	H3111	PELICAN INVESTMENTS #6, LLC	08/01/2022	\$2,756.00
00026409	H4370	PELICAN INVESTMENTS #8, LLC	08/01/2022	\$1,528.00
00026410	H3544	PELICAN INVESTMENTS, LLC	08/01/2022	\$39.00
00026411	H00222	AGNES PHAM	08/01/2022	\$1,736.00
00026412	H4176	BINH Q PHAM	08/01/2022	\$1,640.00
00026413	H4210	CAROLINE PHAM	08/01/2022	\$2,401.00
00026414	H3408	CHIEN DINH PHAM	08/01/2022	\$1,369.00
00026415	H1651	DAVID DUNG PHAM	08/01/2022	\$1,137.00
00026416	H9709	DAVID LINH PHAM	08/01/2022	\$2,355.00
00026417	H4398	DUNG TIEN PHAM	08/01/2022	\$1,551.00
00026418	H3912	HIEU PHAM	08/01/2022	\$2,094.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 21

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026419	H1080	HOANG PHAM	08/01/2022	\$4,277.00
00026420	H1971	KHANH CONG PHAM	08/01/2022	\$1,762.00
00026421	H1117	LUCY PHAM, KIM ANH OR PHAM	08/01/2022	\$3,776.00
00026422	H0788	LAN VAN PHAM	08/01/2022	\$2,927.00
00026423	H4095	LIEN PHAM	08/01/2022	\$1,413.00
00026424	H00089	LILY H PHAM	08/01/2022	\$1,062.00
00026425	H2243	MINH VAN PHAM	08/01/2022	\$1,854.00
00026426	H4033	NGHIA PHAM	08/01/2022	\$1,640.00
00026427	H4724	NHAC T PHAM	08/01/2022	\$1,501.00
00026428	H4683	PAULINE TRAM PHAM	08/01/2022	\$1,739.00
00026429	H3773	PHUONG T PHAM	08/01/2022	\$1,372.00
00026430	H4501	QUYNH GIAO PHAM	08/01/2022	\$2,258.00
00026431	H3786	QUYNH-ANH HOANG PHAM	08/01/2022	\$1,960.00
00026432	H4213	SON THAI PHAM	08/01/2022	\$2,594.00
00026433	H00275	TAM T PHAM	08/01/2022	\$1,718.00
00026434	H2255	TIM PHAM	08/01/2022	\$3,083.00
00026435	H4651	TRANG PHAM	08/01/2022	\$4,171.00
00026436	H2065	TRI PHAM	08/01/2022	\$1,826.00
00026437	H4593	TRUONG TAI PHAM	08/01/2022	\$2,126.00
00026438	H4105	TUAN A PHAM	08/01/2022	\$1,626.00
00026439	H4537	TUAN A PHAM	08/01/2022	\$1,917.00
00026440	H3880	VAN LOAN THI PHAM	08/01/2022	\$1,032.00
00026441	H4503	VERONIQUE PHAM	08/01/2022	\$1,670.00
00026442	H3967	VU PHAM	08/01/2022	\$1,502.00
00026443	H0595	HAI MINH PHAM	08/01/2022	\$11,208.00
00026444	H1932	HELEN PHAM	08/01/2022	\$963.00
00026445	H1851	LOAN ANH THI PHAM	08/01/2022	\$1,436.00
00026446	H0651	QUANG PHAM	08/01/2022	\$1,643.00
00026447	H4685	KATHY PHAN	08/01/2022	\$4,882.00
00026448	H4188	OANH PHAN	08/01/2022	\$5,713.00
00026449	H4781	STEVEN PHAN	08/01/2022	\$1,338.00
00026450	H4408	TAMMY PHAN	08/01/2022	\$1,538.00
00026451	H3820	THANH T PHAN	08/01/2022	\$1,022.00
00026452	H3257	DON PHAN	08/01/2022	\$1,310.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 22

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026453	H1101	TOAN CONG PHAN	08/01/2022	\$1,110.00
00026454	H3698	ART S PHARN	08/01/2022	\$2,076.00
00026455	H00141	PHOENIX PREMIER LLC	08/01/2022	\$3,232.00
00026456	H2863	PINE TREE PROPERTY, LLC	08/01/2022	\$1,995.00
00026457	H3464	PINEMEADOWS APARTMENTS ATTEN: LEASING OFFICE	08/01/2022	\$1,559.00
00026458	H3505	PJP PROPERTIES, LLC	08/01/2022	\$1,509.00
00026459	H00231	PLATINUM TRI BLOC LLC	08/01/2022	\$1,713.00
00026460	H1493	PLAZA PATRIA COURT LTD	08/01/2022	\$1,417.00
00026461	H3769	PNB GREEN EXPANSION MGMT, LLC	08/01/2022	\$4,467.00
00026462	H4795	POST STERLING COURT, LP	08/01/2022	\$1,438.00
00026463	H3668	PRINCE NEW HORIZON VILLAGE	08/01/2022	\$2,497.00
00026464	H00194	QN INVESTMENT LLC	08/01/2022	\$15,001.00
00026465	H4306	SAN T QUACH	08/01/2022	\$1,393.00
00026466	H3994	DERRICK WILLIAM QUAN	08/01/2022	\$1,822.00
00026467	H4620	JEANNIE QUAN	08/01/2022	\$767.00
00026468	H4357	VAN-LAN QUAN	08/01/2022	\$4,469.00
00026469	H1448	GARY L QUINN	08/01/2022	\$795.00
00026470	H00169	RANCHO MONTEREY APARTMENTS	08/01/2022	\$4,801.00
00026471	H0978	RAVART PACIFIC, LP	08/01/2022	\$1,075.00
00026472	H3808	RAVENWOOD PROPERTIES, LLC	08/01/2022	\$2,729.00
00026473	H4801	RBJ INVESTMENTS CORP	08/01/2022	\$1,334.00
00026474	H00285	REAL ESTATE SOURCE	08/01/2022	\$1,694.00
00026475	H3184	ROGER LEE REED	08/01/2022	\$2,858.00
00026476	H3573	REO INTERNATIONAL CORPORATION	08/01/2022	\$3,058.00
00026477	H4932	RAYMOND REYES	08/01/2022	\$931.00
00026478	H1100	ROBERTA APTS, LP	08/01/2022	\$2,474.00
00026479	H3186	ROCEL PROPERTIES MGMT INC	08/01/2022	\$1,372.00
00026480	H1303	ALBERT/PATRICIA RODRIGUEZ	08/01/2022	\$1,750.00
00026481	H00109	JESSE RODRIQUEZ	08/01/2022	\$1,168.00
00026482	H00266	BRADLEY A ROMSTEDT	08/01/2022	\$1,419.00
00026483	H3631	CHARLENE ROSSIGNOL	08/01/2022	\$1,162.00
00026484	H00128	RUSSELL REAL ESTATE LLC	08/01/2022	\$3,266.00
00026485	H00203	S & P PACIFIC PROPERTIES LLC	08/01/2022	\$5,434.00
00026486	H1149	MIHRAN SABUNJIAN	08/01/2022	\$11,639.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 23

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026487	H00246	SAGE PARK CA LP	08/01/2022	\$1,258.00
00026488	H00324	FARZANEH SAJADIEH	08/01/2022	\$7,052.00
00026489	H4231	SALSOL PROPERTIES, LLC	08/01/2022	\$1,353.00
00026490	H00305	SAN CARLOS	08/01/2022	\$3,532.00
00026491	H4681	SAN MARINO	08/01/2022	\$486.00
00026492	H00097	SAN MIGUEL APTS / SAN MIGUEL PROPERTIES LP	08/01/2022	\$1,353.00
00026493	H00174	CYNTHIA SANCHEZ	08/01/2022	\$1,085.00
00026494	H0858	PAT SARGENT	08/01/2022	\$1,508.00
00026495	H3340	JILL ANN SCHLEIFER	08/01/2022	\$3,338.00
00026496	H00187	SCOTT G JOE C/O PACIFIC TRUST MANAGEMENT	08/01/2022	\$1,111.00
00026497	H4485	SCWJ, LLC	08/01/2022	\$1,502.00
00026498	H3151	LISA & BRYAN SEO	08/01/2022	\$1,579.00
00026499	H2952	ALVINA SERNA	08/01/2022	\$664.00
00026500	H4072	SERRANO WOODS, LP	08/01/2022	\$580.00
00026501	H00103	DAHNING SHIH	08/01/2022	\$1,812.00
00026502	H4546	MOLLY SHIH	08/01/2022	\$1,818.00
00026503	H3699	SHREEVES PROPERTIES, LLC	08/01/2022	\$5,219.00
00026504	H3779	IRV D SIGEL	08/01/2022	\$1,610.00
00026505	H4150	SILVER COVE APARTMENTS, LP	08/01/2022	\$3,153.00
00026506	H4451	IRVIN SILVERSTEIN	08/01/2022	\$1,118.00
00026507	H1182	SINGING TREE	08/01/2022	\$1,475.00
00026508	H3459	BAY SIU	08/01/2022	\$1,506.00
00026509	H00293	SOBER SOLUTIONS	08/01/2022	\$1,095.00
00026510	H4778	SOCP, LLC	08/01/2022	\$1,512.00
00026511	H00243	SOMMERVILLE CONZELMAN CO LP	08/01/2022	\$6,692.00
00026512	H00288	JENNIFER SON	08/01/2022	\$1,427.00
00026513	H00055	LLC SOUTHCOAST CAPITAL HOLDINGS	08/01/2022	\$1,084.00
00026514	H1686	JAMES SPEARS	08/01/2022	\$2,224.00
00026515	H00244	SPICY LIVING LLC	08/01/2022	\$3,544.00
00026516	H4145	SPRINGDALE STREET APARTMENTS	08/01/2022	\$2,752.00
00026517	H3835	SPRINGSIDE, LLC	08/01/2022	\$7,394.00
00026518	H00337	STANDARD HERITAGE ANAHEIM OWNER LP	08/01/2022	\$4,286.00
00026519	H4458	TRUST STANLEY A SIROTT	08/01/2022	\$1,734.00
00026520	H3038	STANTON GROUP THREE, LLC	08/01/2022	\$4,409.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 24

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026521	H4566	STANTON GROUP, LLC	08/01/2022	\$947.00
00026522	H1277	STEWART PROPERTIES	08/01/2022	\$1,243.00
00026523	H00142	PATRICIA J STEWART	08/01/2022	\$1,444.00
00026524	H0403	ERICA STIDHAM	08/01/2022	\$5,678.00
00026525	H00297	THUY NHIEU STRICKLAND	08/01/2022	\$1,818.00
00026526	H0359	STUART DRIVE/ROSE GARDEN APTS	08/01/2022	\$104,108.00
00026527	H1147	UN SU	08/01/2022	\$3,044.00
00026528	H2049	SUNGROVE SENIOR APTS	08/01/2022	\$26,322.00
00026529	H3805	SUNNYGATE, LLC	08/01/2022	\$13,463.00
00026530	H00108	SUNRISE APARTMENT HOMES	08/01/2022	\$2,601.00
00026531	H3766	SUNRISE VILLAGE PROPERTIES, LLC	08/01/2022	\$7,362.00
00026532	H00230	SUWAPANG PATTUMMADITH C/O UTOPIA MANAGMENT	08/01/2022	\$1,449.00
00026533	H4484	EMILE J SWEIDA	08/01/2022	\$1,372.00
00026534	H00170	EVELYN SY	08/01/2022	\$1,750.00
00026535	H4543	SYCAMORE COURT APARTMENTS	08/01/2022	\$14,437.00
00026536	H4178	T AND G TRANG'S CREDIT TRUST UDT 5/1/02	08/01/2022	\$1,200.00
00026537	H4449	VINH TA	08/01/2022	\$1,247.00
00026538	H4081	ALI TAHAMI	08/01/2022	\$2,005.00
00026539	H00094	TAMARACK WOODS A CALIFORNIA LP	08/01/2022	\$1,486.00
00026540	H3614	TAMERLANE APARTMENTS	08/01/2022	\$1,108.00
00026541	H2487	TAMERLANE ASSOCIATES, LLC	08/01/2022	\$2,559.00
00026542	H3432	ENLIANG T TANG	08/01/2022	\$1,582.00
00026543	H00229	TDDM INVESTMENTS CORP	08/01/2022	\$2,801.00
00026544	H3527	TDT WASHINGTON, LLC	08/01/2022	\$3,779.00
00026545	H4653	TH 12622 MORNINGSIDE, LLC	08/01/2022	\$807.00
00026546	H2875	HENRY THACH	08/01/2022	\$2,675.00
00026547	H4731	LYNN THAI	08/01/2022	\$1,417.00
00026548	H00185	JAI PAUL THAKUR	08/01/2022	\$1,209.00
00026549	H00076	THE ARBORS-LAKE FOREST OWNER LLC	08/01/2022	\$1,248.00
00026550	H00052	THE CAMBRIDGE	08/01/2022	\$3,818.00
00026551	H4391	THE FLORENTINE APTS	08/01/2022	\$1,948.00
00026552	H4759	THE KELVIN APARTMENTS	08/01/2022	\$1,746.00
00026553	H4390	THE MEDITERRANEAN APTS	08/01/2022	\$1,124.00
00026554	H1007	THE ROSE GARDEN APTS	08/01/2022	\$15,983.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 25

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026555	H4633	THSW PARTNERS, LLC	08/01/2022	\$5,076.00
00026556	H3260	ANA MARIA THULSIRAJ	08/01/2022	\$1,080.00
00026557	H00053	TIC INVESTMENT COMPANY LLC	08/01/2022	\$3,917.00
00026558	H00062	TIC INVESTMENT COMPANY	08/01/2022	\$4,119.00
00026559	H4599	TIC INVESTMENT COMPANY, LLC	08/01/2022	\$1,524.00
00026560	H4600	TIC INVESTMENT COMPANY, LLC	08/01/2022	\$1,144.00
00026561	H00060	TIC INVESTMENT LLC	08/01/2022	\$786.00
00026562	H00308	TJAC-PI LLC	08/01/2022	\$5,459.00
00026563	H4494	TLHA DOTY, LLC	08/01/2022	\$2,623.00
00026564	H4219	TLHA PALM, LLC	08/01/2022	\$2,141.00
00026565	H00207	TN INVESTMENTS GROUP LLC	08/01/2022	\$2,726.00
00026566	H00334	TN INVESTMENTS GROUP LLC	08/01/2022	\$2,882.00
00026567	H3828	TN INVESTMENTS GROUP, LLC	08/01/2022	\$1,395.00
00026568	H3829	TN INVESTMENTS GROUP, LLC	08/01/2022	\$1,341.00
00026569	H3831	TN INVESTMENTS GROUP, LLC	08/01/2022	\$1,270.00
00026570	H3939	TN INVESTMENTS PROPERTIES, LLC	08/01/2022	\$18,566.00
00026571	H4753	TNL PROPERTY, LLC	08/01/2022	\$2,508.00
00026572	H1212	KIMTRUNG THI TO	08/01/2022	\$1,581.00
00026573	H0855	VAN THU TO	08/01/2022	\$5,881.00
00026574	H4492	TOC TOC, LLC	08/01/2022	\$4,722.00
00026575	H00189	TRUSTEE TOMMY YING TUAN	08/01/2022	\$1,286.00
00026576	H1454	KHANH TON	08/01/2022	\$2,186.00
00026577	H3377	TAP THAT TON	08/01/2022	\$1,302.00
00026578	H3902	TOPADVANCED, LLC	08/01/2022	\$3,990.00
00026579	H00178	TR ENTERPRISE LLC	08/01/2022	\$2,762.00
00026580	H1789	TRAN'S APARTMENTS	08/01/2022	\$5,616.00
00026581	H4099	ANDREW TRAN	08/01/2022	\$1,986.00
00026582	H4407	ANDREW TRAN	08/01/2022	\$1,796.00
00026583	H7723	ANH TUYET T TRAN	08/01/2022	\$1,365.00
00026584	H4727	ANNA THI TRAN	08/01/2022	\$1,200.00
00026585	H4012	CATHY TRAN	08/01/2022	\$1,436.00
00026586	H00156	DAT DOAN TRAN	08/01/2022	\$1,166.00
00026587	H2027	FREDERICK M TRAN	08/01/2022	\$1,179.00
00026588	H00102	HELENA TRAN	08/01/2022	\$1,682.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 26

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026589	H3646	HENRY TRAN	08/01/2022	\$1,269.00
00026590	H1203	JACLYN TRAN, HIEP OR TRAN	08/01/2022	\$1,154.00
00026591	H3554	HO VAN TRAN	08/01/2022	\$6,334.00
00026592	H3896	HOA TRAN	08/01/2022	\$497.00
00026593	H00124	HUE THI DANG TRAN	08/01/2022	\$1,619.00
00026594	H3456	HUNG QUOC TRAN	08/01/2022	\$1,428.00
00026595	H00044	HUONG TRAN	08/01/2022	\$2,648.00
00026596	H00057	HUYEN TRAN	08/01/2022	\$908.00
00026597	H3403	JANE TRAN	08/01/2022	\$2,116.00
00026598	H4270	JIM DUC TRAN	08/01/2022	\$1,516.00
00026599	H4698	JOHNNY TRAN	08/01/2022	\$2,470.00
00026600	H4251	JOSEPH QUANG TRAN	08/01/2022	\$680.00
00026601	H4499	JOSEPHINE TRAN	08/01/2022	\$2,216.00
00026602	H00171	KENNY TRAN	08/01/2022	\$2,450.00
00026603	H00195	KEVIN TRAN	08/01/2022	\$2,167.00
00026604	H4158	KEVIN THANH TRAN	08/01/2022	\$1,324.00
00026605	H00058	KIEU VAN TRAN	08/01/2022	\$2,251.00
00026606	H3517	KIM VAN TRAN	08/01/2022	\$3,252.00
00026607	H4276	LAY THI TRAN	08/01/2022	\$1,812.00
00026608	H4130	LOC H TRAN	08/01/2022	\$2,038.00
00026609	H4788	LONG QUOC TRAN	08/01/2022	\$1,274.00
00026610	H3775	LUCIA THUY TRAN	08/01/2022	\$1,055.00
00026611	H4602	MAI TRAN	08/01/2022	\$2,748.00
00026612	H3442	MARY TRAN	08/01/2022	\$1,025.00
00026613	H4732	MINH TRAN	08/01/2022	\$1,602.00
00026614	H4059	MY T TRAN	08/01/2022	\$2,253.00
00026615	H4687	NGAN TRAN	08/01/2022	\$3,225.00
00026616	H3211	NGOC THI TRAN	08/01/2022	\$1,869.00
00026617	H4378	NHUT NGUYEN TRAN	08/01/2022	\$1,255.00
00026618	H3530	TAM ANH TRAN	08/01/2022	\$1,065.00
00026619	H4198	TAM MINH TRAN	08/01/2022	\$1,847.00
00026620	H3742	THERESA T TRAN	08/01/2022	\$761.00
00026621	H3744	THERESA T TRAN	08/01/2022	\$1,363.00
00026622	H4291	THONG TRAN	08/01/2022	\$1,073.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 27

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026623	H3371	THU HUONG THI TRAN	08/01/2022	\$839.00
00026624	H4394	TIM TRAN	08/01/2022	\$1,833.00
00026625	H4573	TINA TRAN	08/01/2022	\$1,960.00
00026626	H00025	TONY TRAN	08/01/2022	\$1,933.00
00026627	H00073	TRANG P TRAN	08/01/2022	\$1,045.00
00026628	H3709	TRI TRAN	08/01/2022	\$556.00
00026629	H4507	TRUNG H TRAN	08/01/2022	\$1,329.00
00026630	H3163	TRUYEN & HELEN TRAN	08/01/2022	\$1,838.00
00026631	H3220	TU TRAN	08/01/2022	\$1,620.00
00026632	H3253	VICTORIA TRAN	08/01/2022	\$1,590.00
00026633	H0386	BAU TRAN	08/01/2022	\$1,012.00
00026634	H3227	PAUL TUAN DUC TRAN	08/01/2022	\$1,615.00
00026635	H2712	PHUONG THUY TRAN	08/01/2022	\$759.00
00026636	H1903	THU-HANG TRAN	08/01/2022	\$5,286.00
00026637	H2776	TUAN HUY TRAN	08/01/2022	\$1,037.00
00026638	H1166	TOM TRANG	08/01/2022	\$2,193.00
00026639	H4422	TRG FULLERTON AFFORDABLE, LP / VENTANA APARTMENTS	08/01/2022	\$694.00
00026640	H4136	HONG QUANG TRIEU	08/01/2022	\$1,378.00
00026641	H4266	NANCY TRIEU	08/01/2022	\$911.00
00026642	H2231	EMMA TRINH	08/01/2022	\$1,400.00
00026643	H3759	THANH-MAI TRINH	08/01/2022	\$2,390.00
00026644	H4356	TUAN TRINH	08/01/2022	\$1,724.00
00026645	H0536	TUNG XUAN TRINH	08/01/2022	\$1,601.00
00026646	H3993	DUNG T TRUONG	08/01/2022	\$333.00
00026647	H00188	HUE AI TRUONG	08/01/2022	\$1,448.00
00026648	H00201	JOHN TRUONG	08/01/2022	\$1,260.00
00026649	H4780	KENNY N TRUONG	08/01/2022	\$2,497.00
00026650	H2729	QUYEN MY TRUONG	08/01/2022	\$1,305.00
00026651	H1813	CAROLINE TSAI	08/01/2022	\$3,716.00
00026652	H4445	YUNGLIN & SHU-MEI TSAO	08/01/2022	\$1,751.00
00026653	H00295	TSK BUSINESS LLC	08/01/2022	\$780.00
00026654	H3867	TU BI THIEN TAM	08/01/2022	\$1,243.00
00026655	H8168	TUDOR GROVE	08/01/2022	\$77,981.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 28

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026656	H4536	TUSTIN AFFORDABLE HOUSING	08/01/2022	\$3,138.00
00026657	H4030	TUSTIN SOUTHERN APTS - OFFICE	08/01/2022	\$1,456.00
00026658	H00215	ROGER TWEDT	08/01/2022	\$1,601.00
00026659	H9100	V W PROPERTY	08/01/2022	\$4,476.00
00026660	H1541	CONNIE VALDEZ	08/01/2022	\$1,267.00
00026661	H0300	VALLEY VIEW SENIOR APTS	08/01/2022	\$17,671.00
00026662	H0814	MINH XUONG VAN	08/01/2022	\$618.00
00026663	H4661	RONALD VAN	08/01/2022	\$3,385.00
00026664	H2755	ARTURO ENRIQUEZ VAZQUEZ	08/01/2022	\$3,041.00
00026665	H4392	VERSAILLES APTS	08/01/2022	\$3,149.00
00026666	H4553	VINTAGE CANYON SR APTS	08/01/2022	\$1,047.00
00026667	H4625	VINTAGE FLAGSHIP, LLC	08/01/2022	\$3,001.00
00026668	H3689	VJ SURGICAL, LLC	08/01/2022	\$2,246.00
00026669	H3628	VLE RENTAL, LLC	08/01/2022	\$7,520.00
00026670	H3132	HUNG MINH VO	08/01/2022	\$1,715.00
00026671	H4205	JEFF VO	08/01/2022	\$1,256.00
00026672	H4821	JEFFREY Q VO	08/01/2022	\$1,716.00
00026673	H2134	KHANH MAI VO	08/01/2022	\$6,519.00
00026674	H4531	LOAN VO	08/01/2022	\$1,906.00
00026675	H3938	LOC ANH VO	08/01/2022	\$1,185.00
00026676	H4787	MICKEY VO	08/01/2022	\$2,218.00
00026677	H1481	TINA NGA VOLE	08/01/2022	\$1,261.00
00026678	H3718	NIPA D VORA	08/01/2022	\$2,680.00
00026679	H3907	ANNIE VU	08/01/2022	\$1,266.00
00026680	H2123	DAT VU	08/01/2022	\$17,803.00
00026681	H00259	DIANA VU	08/01/2022	\$975.00
00026682	H4560	HOA VU	08/01/2022	\$1,321.00
00026683	H3918	HUAN VU	08/01/2022	\$1,230.00
00026684	H00206	JADE NGOC VU	08/01/2022	\$1,838.00
00026685	H00211	KHUAT VU	08/01/2022	\$1,944.00
00026686	H4657	KRYSTINA VU	08/01/2022	\$1,838.00
00026687	H4197	LEO M VU	08/01/2022	\$1,873.00
00026688	H4323	LINH DUY VU	08/01/2022	\$2,377.00
00026689	H00079	MICHELLE QUYNH HOA VU	08/01/2022	\$1,213.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 29

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026690	H4549	MINH VU	08/01/2022	\$1,099.00
00026691	H3760	NAM H VU	08/01/2022	\$1,284.00
00026692	H3274	PHUONG MINH VU	08/01/2022	\$1,169.00
00026693	H00306	SHAWN VU	08/01/2022	\$1,096.00
00026694	H00074	SU T VU	08/01/2022	\$1,986.00
00026695	H00249	SUONG N VU	08/01/2022	\$1,242.00
00026696	H3823	TAN DUY VU	08/01/2022	\$3,358.00
00026697	H2823	TRUNG QUOC VU	08/01/2022	\$3,193.00
00026698	H0883	TUONG MANH VU	08/01/2022	\$2,905.00
00026699	H3928	VIVIAN VU	08/01/2022	\$1,479.00
00026700	H00034	HAO DUC VUONG	08/01/2022	\$1,392.00
00026701	H00226	HOA THI VUONG	08/01/2022	\$2,715.00
00026702	H00313	KAITHLYN VUONG	08/01/2022	\$1,719.00
00026703	H4278	PETER H VUONG	08/01/2022	\$1,170.00
00026704	H4642	DAVID WALD	08/01/2022	\$822.00
00026705	H9105	WALDEN APTS	08/01/2022	\$4,223.00
00026706	H1725	WALDEN GLEN APTS	08/01/2022	\$1,284.00
00026707	H4489	HO PONG WAN	08/01/2022	\$1,312.00
00026708	H2084	CHARLES WANG	08/01/2022	\$5,362.00
00026709	H2253	SUZY WANG	08/01/2022	\$3,532.00
00026710	H0867	IRVING WEISER	08/01/2022	\$2,048.00
00026711	H9106	WEISSER INVESTMENTS	08/01/2022	\$8,846.00
00026712	H4530	WESLEY VILLAGE APARTMENTS	08/01/2022	\$6,866.00
00026713	H0442	HENRY B WESSELN	08/01/2022	\$1,935.00
00026714	H1238	WESTCHESTER PARK, LP	08/01/2022	\$1,650.00
00026715	H00144	WESTERN NATIONAL EL DORADO PARTNERS LP	08/01/2022	\$1,268.00
00026716	H3468	WESTLAKE APARTMENTS, LLC	08/01/2022	\$8,260.00
00026717	H2684	WESTMINSTER HOUSING PARTNER, LP	08/01/2022	\$10,667.00
00026718	H2986	CINDY OR ED WICK	08/01/2022	\$914.00
00026719	H0029	WILLOWICK ROYAL	08/01/2022	\$522.00
00026720	H4424	WILSHIRE CREST	08/01/2022	\$950.00
00026721	H4523	WINDMILL APARTMENTS	08/01/2022	\$5,583.00
00026722	H4608	WINDWOOD GLEN APTS	08/01/2022	\$1,610.00
00026723	H9109	WINNIE INVESTMENT	08/01/2022	\$6,775.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 30

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026724	H3286	WINSTON PLACE, LLC	08/01/2022	\$1,188.00
00026725	H4232	WONDERFUL IDEA, LLC	08/01/2022	\$1,495.00
00026726	H5169	GIN O WONG	08/01/2022	\$6,655.00
00026727	H00138	PERRY WONG	08/01/2022	\$1,527.00
00026728	H3592	PHILLIP WONG	08/01/2022	\$2,228.00
00026729	H4762	WOODBIDGE WILLOWS	08/01/2022	\$3,744.00
00026730	H0165	LEON SHU YAU	08/01/2022	\$1,301.00
00026731	H4806	JİYUN YEOM	08/01/2022	\$2,078.00
00026732	H00190	JAIMIE L YIANG	08/01/2022	\$1,508.00
00026733	H4168	HENRY H YOUNG	08/01/2022	\$1,773.00
00026734	H4596	EUGENIA ZASLAVSKY	08/01/2022	\$4,463.00
00026735	H3730	GEORGE ZHAO	08/01/2022	\$1,509.00
00026736	H4619	Y NHA DINH	08/01/2022	\$4,017.00
00026737	H3732	XUYEN THI DO	08/01/2022	\$1,242.00
00026738	H2548	XAN NGOC LE	08/01/2022	\$885.00
00026739	H3696	XUYEN LUU	08/01/2022	\$1,998.00
00026740	H2912	XUAN YEN NGUYEN	08/01/2022	\$1,205.00
00026741	H2328	XUANNHA T PHAM	08/01/2022	\$1,240.00
00026742	H3827	TN INVESTMENTS GROUP, LLC	08/01/2022	\$11,659.00
00026743	H4807	YEN T VU	08/01/2022	\$1,326.00
00026744	H4709	WOODBIDGE VILLAS APARTMENT HOMES	08/01/2022	\$1,072.00
00026745	H4733	WOODBIDGE VILLAS PARTNERS	08/01/2022	\$1,230.00
00026746	H00184	XIAOLIN WU	08/01/2022	\$1,380.00
00680363	H00260	2175 S MULLUL DRIVE LLC	08/01/2022	\$3,636.00
00680364	H00284	8550 COMMONWEALTH AVENUE LLC	08/01/2022	\$1,255.00
00680365	H4194	WILLIAM ADAMS	08/01/2022	\$1,150.00
00680366	H00238	ADVANCE GLOBAL ASSET GROUP INC	08/01/2022	\$1,516.00
00680367	H00248	ADVANCED GROUP 05-85 A CAL LTD PARTNERSHIP	08/01/2022	\$1,100.00
00680368	H4534	ALISO VIEJO 621, LP	08/01/2022	\$1,306.00
00680369	H00290	ALLEPHESIANS 1, LLC	08/01/2022	\$1,730.00
00680370	H2616	ANAHEIM REVITALIZATION II PART	08/01/2022	\$2,399.00
00680371	H4705	ANAHEIM REVITALIZATION IV PARTNERS, LP	08/01/2022	\$1,709.00
00680372	H4722	ANAHEIM REVITALIZATION PARTNERS III LP	08/01/2022	\$1,529.00
00680373	H00336	ANIME INVESTMENTS LLC	08/01/2022	\$5,404.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 31

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00680374	H00328	ARC EQUITIES LLC	08/01/2022	\$2,957.00
00680375	H7330	BAHIA VILLAGE MOBILEHOME PARK	08/01/2022	\$930.00
00680376	H00064	BEXAEW THE HAVENS LP	08/01/2022	\$934.00
00680377	H00070	BRIDGE WF CA CRYSTAL VIEW LP	08/01/2022	\$841.00
00680378	H0950	RICHARD BUI JR	08/01/2022	\$3,930.00
00680379	H00155	CRYSTAL BUI	08/01/2022	\$2,207.00
00680380	H3596	JIMMY QUOC BUI	08/01/2022	\$3,425.00
00680381	H4355	LAN HUYNH NGOC BUI	08/01/2022	\$1,068.00
00680382	H0432	PHAT BUI	08/01/2022	\$1,285.00
00680383	H1455	SON MINH BUI	08/01/2022	\$1,424.00
00680384	H4756	TAN H BUI	08/01/2022	\$1,519.00
00680385	H4238	TINH TIEN BUI	08/01/2022	\$1,950.00
00680386	H00130	BUNGALOWS	08/01/2022	\$1,806.00
00680387	H0289	RONALD CALKINS	08/01/2022	\$1,528.00
00680388	H00247	CASA LA VETA ASSOCIATES	08/01/2022	\$537.00
00680389	H00261	CASTILIAN A CA LP	08/01/2022	\$2,000.00
00680390	H9009	CHANTECLAIR APTS	08/01/2022	\$1,315.00
00680391	H00127	RICHARD N CHAO	08/01/2022	\$1,126.00
00680392	H2701	DAVID CHEN	08/01/2022	\$1,243.00
00680393	H4671	ROBERT CHRISTMAN	08/01/2022	\$2,528.00
00680394	H4617	MEI-LING CHU	08/01/2022	\$947.00
00680395	H4773	CMIF III CORONADO PALMS, LLC	08/01/2022	\$1,432.00
00680396	H00227	CORDOVA A CA LP	08/01/2022	\$1,663.00
00680397	H4380	CRESTWOOD ON 7, LLC	08/01/2022	\$2,560.00
00680398	H00327	DIEM LAY DANG	08/01/2022	\$2,486.00
00680399	H00072	KHANH DANG	08/01/2022	\$1,660.00
00680400	H0168	STACY HOA TUOI DANG	08/01/2022	\$1,540.00
00680401	H00106	HAROLD E DELONG	08/01/2022	\$1,311.00
00680402	H00323	NHI DIEP	08/01/2022	\$3,016.00
00680403	H4690	KIM-ANH T DINH	08/01/2022	\$2,618.00
00680404	H4533	MINH TAM DO	08/01/2022	\$1,372.00
00680405	H4693	THO DO	08/01/2022	\$2,742.00
00680406	H4222	THUAN DO	08/01/2022	\$1,443.00
00680407	H3422	DINH T DOAN	08/01/2022	\$1,340.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 32

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00680408	H00326	HANH DAO DOAN	08/01/2022	\$2,491.00
00680409	H00043	MICHAEL DOAN	08/01/2022	\$1,230.00
00680410	H1395	HELMUT DONNER	08/01/2022	\$2,486.00
00680411	H4348	LAN DUONG	08/01/2022	\$1,412.00
00680412	H4187	EL CAMINO LU, LLC	08/01/2022	\$1,641.00
00680413	H4016	ELDEN EAST APARTMENTS	08/01/2022	\$840.00
00680414	H3075	EMERALD GARDENS APT	08/01/2022	\$637.00
00680415	H5060	EUCLID PARK APTS	08/01/2022	\$1,659.00
00680416	H00299	FAMILY CUNG TUAN KHANH ACACIA LLC	08/01/2022	\$4,001.00
00680417	H00236	FENWAY APTS	08/01/2022	\$1,675.00
00680418	H4813	FENWAY PROPERTIES	08/01/2022	\$1,430.00
00680419	H2768	DALE A FULLWOOD	08/01/2022	\$372.00
00680420	H4193	GROVE PARK, LLC	08/01/2022	\$3,793.00
00680421	H3218	KULJIT HARA	08/01/2022	\$1,141.00
00680422	H1979	STEVE HARA	08/01/2022	\$5,856.00
00680423	H00221	HAUPT PROPERTIES, LLC C/O DROUIN REALTY	08/01/2022	\$872.00
00680424	H4703	HERMOSA VILLAGE PHASE I HOUSING PARTNERS, LP	08/01/2022	\$3,201.00
00680425	H4128	THOMAS P HO	08/01/2022	\$1,719.00
00680426	H00312	HUAN HOANG	08/01/2022	\$2,527.00
00680427	H1873	JAMES HOANG	08/01/2022	\$1,283.00
00680428	H3022	NICK HOFFMAN	08/01/2022	\$960.00
00680429	H00107	HOUSING AUTHORITY OF THE CITY OF VANCOUVER	08/01/2022	\$870.72
00680430	H3140	CHONG WEI HUANG	08/01/2022	\$1,860.00
00680431	H00240	HUNTINGTON POINTE 2019 LP	08/01/2022	\$1,435.00
00680432	H4810	DOANH HUYNH	08/01/2022	\$1,654.00
00680433	H3473	NATALIE N HUYNH	08/01/2022	\$1,359.00
00680434	H3095	TRANG HUYNH	08/01/2022	\$4,198.00
00680435	H00309	INCOME PROPERTY ASSOCIATES LLC	08/01/2022	\$1,119.00
00680436	H00224	JAMES K SKEOCH DECEDENT'S TRUST	08/01/2022	\$1,559.00
00680437	H00265	JAMES R GRAHAM TRUST 1991	08/01/2022	\$1,645.00
00680438	H00254	STEPHEN JOHNSON	08/01/2022	\$1,562.00
00680439	H3109	LINDA JOHNSON	08/01/2022	\$1,576.00
00680440	H4584	JOON CHOI VDS APARTMENT LLC	08/01/2022	\$12,005.00
00680441	H4579	JOSEPH & KIM CORP	08/01/2022	\$1,877.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 33

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00680442	H2641	KDF HERMOSA, LP	08/01/2022	\$4,612.00
00680443	H3083	KDF MALABAR, LP	08/01/2022	\$37,176.00
00680444	H2403	KDF SEA WIND, LP	08/01/2022	\$1,676.00
00680445	H00217	VI KIM	08/01/2022	\$1,650.00
00680446	H3683	WILLIAM KUNZMAN	08/01/2022	\$1,675.00
00680447	H00302	LA COSTA	08/01/2022	\$1,757.00
00680448	H00117	ANH T LAM	08/01/2022	\$927.00
00680449	H4284	LE FAMILY TRUST	08/01/2022	\$3,176.00
00680450	H1638	DON LE	08/01/2022	\$786.00
00680451	H3740	DONALD LE	08/01/2022	\$1,285.00
00680452	H1531	TRACEY LE	08/01/2022	\$1,343.00
00680453	H1423	VIET Q LE	08/01/2022	\$1,109.00
00680454	H4132	HOABINH LE-MUNZER	08/01/2022	\$567.00
00680455	H00223	LAWRENCE B LEBLANC	08/01/2022	\$11,290.00
00680456	H4694	DOUG LEONG	08/01/2022	\$1,263.00
00680457	H0216	ALICE LIAO	08/01/2022	\$2,919.00
00680458	H00066	DAVID A LO	08/01/2022	\$1,830.00
00680459	H4765	MAI LUONG	08/01/2022	\$3,357.00
00680460	H4820	VIVIAN Q LUU	08/01/2022	\$1,883.00
00680461	H0958	WILLIAM T MACDONALD	08/01/2022	\$4,136.00
00680462	H00132	DAVID E MADJE	08/01/2022	\$12,516.00
00680463	H1188	LARRY MAH	08/01/2022	\$1,030.00
00680464	H2333	HANH T MAI-NGUYEN	08/01/2022	\$1,462.00
00680465	H1861	TERRY MAMMEN	08/01/2022	\$4,818.00
00680466	H3101	SUPUNNEE MANNIL	08/01/2022	\$1,261.00
00680467	H00204	MARTIN INVESTMENT PROPERTIES INC	08/01/2022	\$1,345.00
00680468	H00279	ODETTE MIKHAIL	08/01/2022	\$2,821.00
00680469	H3043	MONARK, LP	08/01/2022	\$4,006.00
00680470	H0780	MONTEJO APARTMENTS	08/01/2022	\$1,962.00
00680471	H00235	NEWLAND GARDEN APARTMENTS LP	08/01/2022	\$1,170.00
00680472	H00274	NEWPORT HOUSING PARTNERS LP	08/01/2022	\$1,742.00
00680473	H00152	BRIGHTON QUOCSI NGO	08/01/2022	\$1,317.00
00680474	H2386	MARY NGO	08/01/2022	\$5,488.00
00680475	H2478	HOA KIM NGO	08/01/2022	\$635.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 34

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00680476	H0408	NGUYEN'S FAMILY INVESTMENTS, LP	08/01/2022	\$5,156.00
00680477	H00114	AN NGUYEN	08/01/2022	\$506.00
00680478	H1184	BICHLE T NGUYEN	08/01/2022	\$4,225.00
00680479	H3176	BOYCE JR NGUYEN	08/01/2022	\$2,450.00
00680480	H00339	CHIEU-ANH NGUYEN	08/01/2022	\$2,045.00
00680481	H3910	FRANK M NGUYEN	08/01/2022	\$1,698.00
00680482	H00270	HAIHA NGUYEN	08/01/2022	\$1,527.00
00680483	H2192	HOC VAN NGUYEN	08/01/2022	\$1,930.00
00680484	H4623	LINDA MAI NGUYEN	08/01/2022	\$1,496.00
00680485	H4473	MAI NGUYEN	08/01/2022	\$725.00
00680486	H00271	MINDY NGUYEN	08/01/2022	\$2,124.00
00680487	H00175	NAM V NGUYEN	08/01/2022	\$1,271.00
00680488	H4061	NGUYEN, NICOLE U	08/01/2022	\$846.00
00680489	H4728	QUOC KIM NGUYEN	08/01/2022	\$1,654.00
00680490	H4529	STEVEN NGUYEN	08/01/2022	\$987.00
00680491	H9044	THANH VAN NGUYEN	08/01/2022	\$3,153.00
00680492	H4682	THUY T NGUYEN	08/01/2022	\$1,301.00
00680493	H00086	TRINH NGUYEN	08/01/2022	\$2,110.00
00680494	H00332	TUAN NGUYEN	08/01/2022	\$3,190.00
00680495	H3103	NICOLE UYEN NGUYEN	08/01/2022	\$813.00
00680496	H2879	PAULINE KIMPHUNG NGUYEN	08/01/2022	\$4,487.00
00680497	H2526	SHERRY LIEU NGUYEN	08/01/2022	\$1,377.00
00680498	H1027	TON SANH NGUYEN	08/01/2022	\$1,321.00
00680499	H3114	TRACY NGUYEN	08/01/2022	\$27.00
00680500	H2699	THUY-TIEN NGUYEN-TU	08/01/2022	\$1,698.00
00680501	H3404	NORTHWOOD PLACE	08/01/2022	\$4,545.00
00680502	H00212	OCEAN BREEZE VILLAS	08/01/2022	\$4,729.00
00680503	H00041	OLIVIA THANH CAPITALS LLC	08/01/2022	\$2,420.00
00680504	H00291	PALM ISLAND SENIOR APARTMENTS	08/01/2022	\$1,862.00
00680505	H4644	PALMA VISTA APTS, LLC	08/01/2022	\$1,395.00
00680506	H00193	PARK RIDGE ENTERPRISE LP	08/01/2022	\$1,379.00
00680507	H2739	CHONG PIL PARK	08/01/2022	\$1,332.00
00680508	H4351	PAVILION PARK SENIOR 1 HOUSING PARTNERS, LP	08/01/2022	\$1,748.00
00680509	H4582	ANH THI PHAM	08/01/2022	\$1,684.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 35

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00680510	H4800	DAVID VU PHAM	08/01/2022	\$1,657.00
00680511	H00150	DON PHU PHAM	08/01/2022	\$2,238.00
00680512	H00330	HUNG T PHAM	08/01/2022	\$3,403.00
00680513	H00182	JULIE NGOC PHAM	08/01/2022	\$1,128.00
00680514	H3817	QUYEN PHAM	08/01/2022	\$1,346.00
00680515	H1049	TUNG PHAM	08/01/2022	\$1,944.00
00680516	H4786	HUNG PHAN	08/01/2022	\$2,143.00
00680517	H00303	JENNIFER PHAN	08/01/2022	\$1,346.00
00680518	H00232	WILSON M PHAN	08/01/2022	\$1,470.00
00680519	H00225	VICKY T PHAN-VO	08/01/2022	\$1,428.00
00680520	H00316	PINES APARTMENTS	08/01/2022	\$2,150.00
00680521	H4509	PLAZA WOODS, LLC	08/01/2022	\$5,117.00
00680522	H4535	PORTOLA IRVINE, LP ANTON PORTOLA APARTMENTS	08/01/2022	\$1,748.00
00680523	H00320	PRALLE AND CASE NO. 2 LP	08/01/2022	\$3,274.00
00680524	H00335	RAINTREE BROOKS LP	08/01/2022	\$2,759.00
00680525	H3801	RANCHO ALISAL	08/01/2022	\$1,821.00
00680526	H4353	RAYMOND AND LYNN RUAIS	08/01/2022	\$893.00
00680527	H00283	SANTA ANA HOUSING AUTHORITY	08/01/2022	\$12,915.59
00680528	H00325	SAVANNA BANANA LLC	08/01/2022	\$3,150.00
00680529	H3488	CELESTE SCHWERMAN	08/01/2022	\$1,150.00
00680530	H00322	SEA WIND 2016 LP	08/01/2022	\$1,404.00
00680531	H00317	SEQUOIA EQUITIES HIDDEN HILLS	08/01/2022	\$2,236.00
00680532	H00228	MARY E SHEN	08/01/2022	\$1,288.00
00680533	H4241	SILO NORTHEAST, LLC	08/01/2022	\$3,257.00
00680534	H4811	STONECREST POINT APTS	08/01/2022	\$1,751.00
00680535	H00241	SULLIVAN PROPERTY MANAGEMENT	08/01/2022	\$3,090.00
00680536	H4590	CATHY TA	08/01/2022	\$2,875.00
00680537	H00147	DANNY HOANG TA	08/01/2022	\$1,694.00
00680538	H00268	TARA HILL APARTMENT	08/01/2022	\$2,043.00
00680539	H4409	TERESINA APARTMENTS	08/01/2022	\$1,202.00
00680540	H00113	THE HUNTINGTON PARTNERSHIP	08/01/2022	\$1,800.00
00680541	H00087	THE RETREAT AT MIDWAY CITY (WSH MANAGEMENT)	08/01/2022	\$7,851.00
00680542	H1959	THOMSON EQUITIES	08/01/2022	\$1,335.00
00680543	H6710	THOMSON EQUITIES	08/01/2022	\$2,533.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 36

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00680544	H4720	TIC INVESTMENT COMPANY, LLC	08/01/2022	\$2,058.00
00680545	H4726	TIC INVESTMENT COMPANY, LLC	08/01/2022	\$8,471.00
00680546	H00257	TKN DBA GROVESIDE LLC	08/01/2022	\$1,434.00
00680547	H4616	VINH THAT TON	08/01/2022	\$1,361.00
00680548	H00075	IVY TONNU-MIHARA	08/01/2022	\$1,346.00
00680549	H00331	ANTHONY P TRAN	08/01/2022	\$1,624.00
00680550	H3577	EDWARD T TRAN	08/01/2022	\$1,252.00
00680551	H4688	ERIC TRAN	08/01/2022	\$726.00
00680552	H3686	LIEN KIM TRAN-NGUYEN	08/01/2022	\$1,053.00
00680553	H00273	TRIDER CORPORATION	08/01/2022	\$1,098.00
00680554	H4493	TRANG N TRINH	08/01/2022	\$1,153.00
00680555	H00056	LUCKY LUC TRUONG	08/01/2022	\$1,225.00
00680556	H2187	THUAN BICH TRUONG	08/01/2022	\$1,508.00
00680557	H2335	THUAN BICH TRUONG	08/01/2022	\$3,842.00
00680558	H2410	SON BICH TRUONG	08/01/2022	\$1,521.00
00680559	H0146	ANGELO S TURI	08/01/2022	\$2,690.00
00680560	H00338	UDR THE RESIDENCES AT BELLA TERRA	08/01/2022	\$2,526.00
00680561	H00199	LISA TO VAN	08/01/2022	\$1,443.00
00680562	H2982	MARCO VELASTEGUI	08/01/2022	\$1,449.00
00680563	H3943	VILLA CAPRI ESTATES	08/01/2022	\$2,034.00
00680564	H2717	THUA VINH	08/01/2022	\$981.00
00680565	H4662	VISTA DEL SOL APARTMENTS	08/01/2022	\$1,301.00
00680566	H9103	VISTA DEL SOL APTS	08/01/2022	\$1,375.00
00680567	H1723	KIMCHI VO	08/01/2022	\$1,643.00
00680568	H3476	TIN TRUNG VO	08/01/2022	\$1,471.00
00680569	H1805	VPM BRIDGES APTS	08/01/2022	\$266.00
00680570	H3637	VPM MANAGEMENT	08/01/2022	\$1,242.00
00680571	H3088	VPM SHER LANE, LP	08/01/2022	\$2,470.00
00680572	H00065	HUNG TRONG VU	08/01/2022	\$1,727.00
00680573	H00146	LONG DUC VU	08/01/2022	\$875.00
00680574	H2900	DANNY VU	08/01/2022	\$1,765.00
00680575	H0719	NEIL E WEST	08/01/2022	\$1,274.00
00680576	H1934	WINDSOR-DAWSON, LP	08/01/2022	\$4,816.00
00680577	H3429	WINDWOOD KNOLL APARTMENTS	08/01/2022	\$4,704.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register

Check Dates Aug 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 1, 2022 9:25:46 AM

Page 37

Check	Vendor #	Vendor Name	Issue Date	Check Amount	
00680578	H0298	YENNHI LE	08/01/2022	\$908.00	
00680579	H4675	ZHIYAN MAO	08/01/2022	\$2,731.00	
00680580	H4630	YVONNE QUYEN NGUYEN	08/01/2022	\$2,295.00	
00680581	H00118	WOODBIDGE APARTMENTS	08/01/2022	\$1,965.00	
00680582	H3506	WOODBURY SQUARE	08/01/2022	\$1,650.00	
00680583	H00333	YORBA LINDA ALTRUDY LP	08/01/2022	\$1,528.00	
			EFT:	1,000	\$3,044,798.43
			Check:	221	\$516,804.31
			Total:	1,221	\$3,561,602.74



City of Garden Grove
Certificate of Warrants
Register Dates:
08/3/2022

This is to certify the demands covered EFT numbers 00026747 through 00026772, and check numbers 00680584 through 00680667 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

A handwritten signature in blue ink, appearing to read 'Patricia Song'. The signature is fluid and cursive, written over a horizontal line.

Finance Director
Patricia Song

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Aug 2, 2022 and Aug 3, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 12:57:10 PM

Page 1

AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026747	V02886	AMERICAN TRUCK & TOOL RENTALS, INC	08/03/2022	\$1,383.83
00026748	V00175	CALIFORNIA YELLOW CAB	08/03/2022	\$5,989.50
00026749	V02847	DILTEX INC	08/03/2022	\$39,172.38
00026750	V00259	DTNTECH MARKETING	08/03/2022	\$760.16
00026751	V01647	FLEETCREW, INC.	08/03/2022	\$2,564.95
00026752	V01305	FLEMING ENVIRONMENTAL, INC	08/03/2022	\$7,824.09
00026753	V00218	GRAINGER	08/03/2022	\$2,227.80
00026754	V02974	HASA INC	08/03/2022	\$1,492.86
00026755	V02875	HB DIGITAL ARTS & BLUEPRINT, INC	08/03/2022	\$1,680.90
00026756	V02872	INTERIOR DEMOLITION, INC	08/03/2022	\$49,761.00
00026757	V00092	NATIONAL AUTO FLEET GROUP AND CHEVROLET OF WATSONV	08/03/2022	\$35,473.30
00026758	V01423	PACIFIC HYDROTECH CORPORATION	08/03/2022	\$341,312.81
00026759	V02768	PACIFIC PLUMBING COMPANY OF SANTA ANA	08/03/2022	\$1,200.00
00026760	V02759	PUBLIC RISK, INNOVATION, SOLUTIONS AND MANAGEMENT	08/03/2022	\$830,311.00
00026761	V00250	SIMPSON CHEVROLET OF GG	08/03/2022	\$518.65
00026762	V03037	SPORTS FACILITIES GROUP, INC	08/03/2022	\$2,995.00
00026763	V00384	STOMMEL, INC	08/03/2022	\$17,673.63
00026764	V02923	THE KOREA TIMES LOS ANGELES, INC.	08/03/2022	\$400.00
00026765	V02539	THE SOLIS GROUP	08/03/2022	\$2,133.00
00026766	V01460	TRAUMA INTERVENTION PROGRAMS, INC	08/03/2022	\$6,878.50
00026767	V00591	U S ARMOR CORP	08/03/2022	\$1,661.92
00026768	V00257	WEST GROVE VOLLEYBALL, LLC	08/03/2022	\$3,268.59
00026769	V01729	WESTERN PROPANE SERVICES, INC	08/03/2022	\$88.50
00026770	V01117	ZAP MANUFACTURING, INC	08/03/2022	\$2,252.21
00026771	V00341	ALLISON ASH-BURKE	08/03/2022	\$300.00
00026772	V03027	DOROTHY HO	08/03/2022	\$1,000.00
00680584	V00280	ACA COMPLIANCE SERVICES, INC	08/03/2022	\$1,083.75
00680585	V00426	ALS GROUP USA CORP	08/03/2022	\$1,652.99
00680586	V01328	AMERICAN BUSINESS BANK	08/03/2022	\$17,916.75
00680587	V01081	AMERICAN WATER WORKS ASSOC	08/03/2022	\$7,266.00
00680588	OTV002057	AMERICO BUILDERS	08/03/2022	\$1,723.12
00680589	V00145	AUTONATION FORD TUSTIN	08/03/2022	\$1,098.29

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Aug 2, 2022 and Aug 3, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 12:57:10 PM

Page 2

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00680590	V00655	C WELLS PIPELINE MATERIALS, INC	08/03/2022	\$8,743.51
00680591	V00455	CA DEPARTMENT OF TAX AND FEE ADMINISTRATION	08/03/2022	\$1,327.00
00680592	V01047	CALPELRA	08/03/2022	\$1,684.00
00680593	V00660	CAMERON WELDING SUPPLY	08/03/2022	\$4,219.97
00680594	V00154	CERTIFIED TRANSPORTATION SERVICES, INC	08/03/2022	\$3,588.00
00680595	V00832	CITY OF WESTMINSTER	08/03/2022	\$3,500.00
00680596	V00666	COMMUNITY VETERINARY HOSPITAL INC	08/03/2022	\$429.75
00680597	V00667	CONTINENTAL CONCRETE CUTTING	08/03/2022	\$1,492.00
00680598	V02040	CPRS NPSI	08/03/2022	\$145.00
00680599	OTV002059	KIM LONG DANG	08/03/2022	\$400.00
00680600	OTV002061	AILEEN ANH DAO	08/03/2022	\$1,000.00
00680601	V01231	DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT	08/03/2022	\$1,100.00
00680602	V01183	DEPARTMENT OF JUSTICE	08/03/2022	\$516.00
00680603	V01372	EBIX, INC	08/03/2022	\$1,345.13
00680604	V00233	FACTORY MOTOR PARTS CO BIN 139107	08/03/2022	\$657.77
00680605	V00229	FIS ACCOUNTING DEPT	08/03/2022	\$81.50
00680606	V01207	FLEET SERVICES, INC	08/03/2022	\$5,099.15
00680607	V00054	GALLS LLC	08/03/2022	\$2,878.32
00680608	V00690	GARDEN GROVE CHAMBER OF COMMERCE	08/03/2022	\$900.00
00680609	V00621	GOLDEN WEST COLLEGE	08/03/2022	\$11,465.00
00680610	OTV001910	GRAPHIX FINISHING	08/03/2022	\$586.30
00680611	V00544	HARRINGTON INDUSTRIAL PLASTICS, LLC	08/03/2022	\$2,180.42
00680612	V00503	HF&H CONSULTANTS, LLC	08/03/2022	\$27,703.25
00680613	V00711	HILL'S BROS LOCK & SAFE, INC	08/03/2022	\$1,032.00
00680614	V03012	HSI EMERGENCY CARE SOLUTIONS, INC.	08/03/2022	\$236.72
00680615	V00135	IMPERIAL SPRINKLER SUPPLY, INC	08/03/2022	\$2,290.78
00680616	V02739	IMS INFRASTRUCTURE MANAGEMENT SERVICES, LLC	08/03/2022	\$3,534.25
00680617	V01816	INTERNATIONAL RIGHT OF WAY ASSOCIATION	08/03/2022	\$265.00
00680618	V00300	IPROMOTEU	08/03/2022	\$2,858.19
00680619	V00531	IRV SEAVER MOTORCYCLES	08/03/2022	\$6,270.21
00680620	V00719	JAY'S CATERING	08/03/2022	\$684.55
00680621	V00378	JUAN A ZAMBRANO	08/03/2022	\$440.00
00680622	V00725	KNORR SYSTEMS, INC	08/03/2022	\$2,525.39

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Aug 2, 2022 and Aug 3, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 12:57:10 PM

Page 3

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00680623	V00736	MC MASTER-CARR SUPPLY CO	08/03/2022	\$166.39
00680624	V00206	MCCALL'S METER SALES & SERVICE	08/03/2022	\$4,580.14
00680625	V01570	MEEDER PUBLIC FUNDS, INC	08/03/2022	\$6,000.00
00680626	V02728	MUFG UNION BANK N.A.	08/03/2022	\$75.00
00680627	V01604	MULTIRIVER STUDIOS, LLC WESTMINSTER ARTS ACADEMY	08/03/2022	\$1,383.48
00680628	V00541	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	08/03/2022	\$416,225.56
00680629	V00362	NICOLE MYERS	08/03/2022	\$100.80
00680630	OTV002058	QUYEN NGUYEN	08/03/2022	\$1,000.00
00680631	V01867	OC HEALTH CARE AGENCY, ENVIRONMENTAL HEALTH	08/03/2022	\$2,240.00
00680632	V00209	WHJ OCN,IND	08/03/2022	\$250.00
00680633	V01422	ORANGE COUNTY CLERK-RECORDER'S OFFICE	08/03/2022	\$50.00
00680634	V00443	ORANGE COUNTY RANGE STORE, LLC	08/03/2022	\$587.18
00680635	V00563	ORANGE COUNTY STRIPING SERV	08/03/2022	\$2,000.00
00680636	V00164	PACIFIC MEDICAL CLINIC	08/03/2022	\$1,344.00
00680637	V00756	PARKHOUSE TIRE, INC	08/03/2022	\$5,275.49
00680638	V01106	PARMA	08/03/2022	\$150.00
00680639	OTV002060	ANABELLA A PEREZ	08/03/2022	\$1,000.00
00680640	V01316	QUINN COMPANY	08/03/2022	\$583.12
00680641	V00576	R P LAURAIN & ASSOCIATES, INC	08/03/2022	\$12,500.00
00680642	V01121	RIO HONDO COLLEGE	08/03/2022	\$456.00
00680643	V00592	SAXE-CLIFFORD, PH D, SUSAN	08/03/2022	\$1,350.00
00680644	V01612	SENFTEEN INC	08/03/2022	\$400.00
00680645	V00785	SHRED CONFIDENTIAL, INC	08/03/2022	\$157.50
00680646	V03044	SKATE EXPRESS INC	08/03/2022	\$1,675.00
00680647	V00790	SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS	08/03/2022	\$19,377.00
00680648	V00367	SOUTHERN COMPUTER WAREHOUSE	08/03/2022	\$1,871.72
00680649	V00160	SOUTHERN COUNTIES OIL COMPANY	08/03/2022	\$77,455.95
00680650	V00795	SPARKLETTS	08/03/2022	\$259.18
00680651	V00213	STATE INDUSTRIAL PRODUCTS	08/03/2022	\$4,320.66
00680652	V00570	STRADLING, YOCCA,CARLSON & RAUTH	08/03/2022	\$18,698.25
00680653	V00364	SUNBELT RENTALS	08/03/2022	\$1,146.98
00680654	V03023	TAYLOR ENTERTAINMENT INC	08/03/2022	\$530.00
00680655	V00804	THOMSON REUTERS- WEST	08/03/2022	\$2,235.88

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Aug 2, 2022 and Aug 3, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 12:57:10 PM

Page 4

Check	Vendor #	Vendor Name	Issue Date	Check Amount	
00680656	OTV002056	MARK ANTHONY TORRES	08/03/2022	\$122.50	
00680657	V01153	TRENCH SHORING COMPANY	08/03/2022	\$3,514.00	
00680658	V02799	TUNNELWORKS SERVICES INC.	08/03/2022	\$69,960.28	
00680659	V00815	UNITED RENTALS NORTHWEST, INC	08/03/2022	\$198.04	
00680660	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	08/03/2022	\$10,327.27	
00680661	V00824	WAXIE SANITARY SUPPLY	08/03/2022	\$4,553.82	
00680662	V01044	WESTERN WATER WORKS	08/03/2022	\$1,587.54	
00680663	V01731	WILLDAN ENGINEERING	08/03/2022	\$3,840.00	
00680664	V00582	WOODRUFF, SPRADLIN & SMART, A PROFESSIONAL CORP	08/03/2022	\$45.20	
00680665	V00039	XEROX CORPORATION	08/03/2022	\$5,785.20	
00680666	V01208	YO-FIRE SUPPLIES	08/03/2022	\$4,713.66	
00680667	V00115	YORBA LINDA FEED STORE, INC	08/03/2022	\$95.87	
			EFT:	26	\$1,360,324.58
			Check:	84	\$822,108.72
			Total:	110	\$2,182,433.30



City of Garden Grove
Certificate of Warrants
Register Dates:
08/10/2022

This is to certify the demands covered by Wire numbers 00001186 through 00001188 EFT numbers 00026773 through 00026797, and check numbers 00680668 through 00680873 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: Check #00680701 was reversed and checks 00680806, 00680809, 00680864 were voided.

Finance Director
Patricia Song

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Aug 4, 2022 and Aug 10, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 19, 2022 8:09:03 AM

Page 1

AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00001186	V00819	VERIZON WIRELESS-LA	08/10/2022	\$14,548.78
00001187	V00819	VERIZON WIRELESS-LA	08/10/2022	\$12,777.18
00001188	V00819	VERIZON WIRELESS-LA	08/10/2022	\$13,001.80
00026773	V00093	ABSOLUTE INTERNATIONAL SECURITY	08/10/2022	\$5,252.24
00026774	V00650	BUREAU VERITAS NORTH AMERICA, INC	08/10/2022	\$29,735.00
00026775	V02708	CHC: CREATING HEALTHIER COMMUNITIES	08/10/2022	\$45.00
00026776	V00355	CITY NET	08/10/2022	\$15,544.08
00026777	V00456	CIVOS, INC	08/10/2022	\$15,000.00
00026778	V00259	DTNTECH MARKETING	08/10/2022	\$1,215.79
00026779	V00103	GARDEN GROVE AUTOMOTIVE	08/10/2022	\$2,500.00
00026780	OTV000879	GARDEN GROVE POLICE ASSOCIATION	08/10/2022	\$16,532.75
00026781	V02707	GARDEN GROVE POLICE ASSOCIATION PAC	08/10/2022	\$3,560.00
00026782	V00218	GRAINGER	08/10/2022	\$2,288.37
00026783	V00716	INTERVAL HOUSE	08/10/2022	\$241,102.90
00026784	V00415	INTERWEST CONSULTING GROUP	08/10/2022	\$130.00
00026785	V03043	JUN GYU PARK DDS	08/10/2022	\$7,500.00
00026786	V02752	MICHAEL BAKER INTERNATIONAL, INC.	08/10/2022	\$5,392.50
00026787	V02205	OCAPICA	08/10/2022	\$41,030.33
00026788	V02706	ORANGE COUNTY EMPLOYEES ASSOCIATION	08/10/2022	\$3,532.09
00026789	V02870	PLACEWORKS, INC.	08/10/2022	\$33,538.97
00026790	V03029	SIGNATURE PARTY RENTALS	08/10/2022	\$516.35
00026791	V00250	SIMPSON CHEVROLET OF GG	08/10/2022	\$2,000.00
00026792	V03034	SOTO ENTERTAINMENT GROUP	08/10/2022	\$2,000.00
00026793	V01458	TOYOTA OF GARDEN GROVE	08/10/2022	\$7,500.00
00026794	V02748	VCA CODE	08/10/2022	\$40,123.45
00026795	V03030	WORLDPAY, LLC	08/10/2022	\$240,249.17
00026796	V00288	EMMA S CLARK	08/10/2022	\$375.00
00026797	V02089	SHANNON WAINWRIGHT	08/10/2022	\$553.85
00680668	OTV002171	2018-1IH BORROWER LP	08/10/2022	\$2.47
00680669	V03039	A M CONSTRUCTION SUPPLY, INC	08/10/2022	\$869.98
00680670	V00280	ACA COMPLIANCE SERVICES, INC	08/10/2022	\$1,079.25
00680671	V00516	ACCO ENGINEERED SYSTEMS	08/10/2022	\$5,877.96
00680672	V01122	ADVANCED CAR CARE, INC	08/10/2022	\$858.60

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Aug 4, 2022 and Aug 10, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 19, 2022 8:09:03 AM

Page 2

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00680673	V01697	AECOM TECHNICAL SERVICES, INC	08/10/2022	\$19,037.01
00680674	V00633	ALL AMERICAN ASPHALT	08/10/2022	\$519.89
00680675	OTV002044	RAMONA ROSEANNE ALVAREZ	08/10/2022	\$86.00
00680676	V01113	AMERICAN RED CROSS HEALTH & SAFETY SERVICES	08/10/2022	\$240.00
00680677	V00238	AMERINAT	08/10/2022	\$613.34
00680678	V00639	ANAHEIM HOUSING AUTHORITY COMMUNITY DEV	08/10/2022	\$1,275.00
00680679	OTV002170	VASILE ANDREICA	08/10/2022	\$96.35
00680680	V00640	ANGELUS QUARRIES, INC	08/10/2022	\$84.50
00680681	V02328	APPLEONE EMPLOYMENT SERVICES	08/10/2022	\$6,708.44
00680682	OTV002200	ZHANNA ARUTYUNOVA	08/10/2022	\$13.00
00680683	V01162	SONIA LISA ASENCIO	08/10/2022	\$32.00
00680684	V00145	AUTONATION FORD TUSTIN	08/10/2022	\$2,013.87
00680685	V00091	BEGINNERS EDGE SPORTS TRAINING, LLC	08/10/2022	\$3,367.98
00680686	V00249	BLAIS & ASSOCIATES, LLC	08/10/2022	\$288.75
00680687	OTV002188	BN ENTERPRISE INC	08/10/2022	\$57.44
00680688	OTV002191	KRISTA BOOS	08/10/2022	\$9.40
00680689	OTV002128	DAVID/MARY BOOTH	08/10/2022	\$98.72
00680690	OTV002194	ERIC BOUFFARD	08/10/2022	\$7.16
00680691	V00699	BOYS AND GIRLS CLUB OF GARDEN GROVE, INC	08/10/2022	\$3,249.80
00680692	V02305	BRACKEN'S KITCHEN	08/10/2022	\$734.06
00680693	V00649	BROWNELLS, INC	08/10/2022	\$137.01
00680694	OTV001837	PHUONG BUI	08/10/2022	\$110.00
00680695	OTV002183	VAN BUI	08/10/2022	\$12.90
00680696	OTV002195	MICHAEL BURGOYNE	08/10/2022	\$41.00
00680697	V00561	CALIFORNIA BUILDING OFFICIALS	08/10/2022	\$3,180.00
00680698	V00108	CALRECYCLE, ACCOUNTING, OPP UNPSENT FUNDS	08/10/2022	\$7,385.00
00680699	V00660	CAMERON WELDING SUPPLY	08/10/2022	\$23.00
00680700	V00554	CARL WARREN & CO	08/10/2022	\$8,420.28
00680702	OTV002137	MONICA CASILLAS	08/10/2022	\$14.51
00680703	V00154	CERTIFIED TRANSPORTATION SERVICES, INC	08/10/2022	\$517.50
00680704	OTV002161	GEORGE C CHAPMAN	08/10/2022	\$64.02
00680705	V00654	CLEA CALIF LAW ENFORCEMENT ASSOC	08/10/2022	\$3,673.50
00680706	V00579	COASTLINE EQUIPMENT	08/10/2022	\$60.17
00680707	V02224	COLETTE'S CHILDREN'S HOME, INC.	08/10/2022	\$25,061.77

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Aug 4, 2022 and Aug 10, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 19, 2022 8:09:03 AM

Page 3

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00680708	V02639	COMMONWEALTH LAND TITLE	08/10/2022	\$2,300.00
00680709	V01976	COMMUNITY ACTION PARTNERSHIP OF OC	08/10/2022	\$10,689.65
00680710	V00546	COMMUNITY SENIORSERV	08/10/2022	\$5,000.00
00680711	V00666	COMMUNITY VETERINARY HOSPITAL INC	08/10/2022	\$3,606.50
00680712	OTV002141	JONATHAN CORDOVA	08/10/2022	\$12.48
00680713	V01134	COUNTY OF ORANGE TREAS REV RECOVERY-A/R UNIT	08/10/2022	\$22,109.50
00680714	V02819	D.S. CUSTOM LINENS, INC.	08/10/2022	\$850.85
00680715	OTV002134	HIEP TRAN DANG	08/10/2022	\$12.48
00680716	OTV002152	HUY H DANG	08/10/2022	\$1.79
00680717	OTV002198	GWENN DAO	08/10/2022	\$10.00
00680718	OTV002145	JOPLIN DAY	08/10/2022	\$57.55
00680719	V02871	DBS ADMINISTRATORS, INC.	08/10/2022	\$5,795.65
00680720	V01366	DEWBERRY ARCHITECTS, INC	08/10/2022	\$4,348.30
00680721	V02200	DIANA LING CHEN	08/10/2022	\$9.00
00680722	OTV002168	THUHONG DO	08/10/2022	\$13.92
00680723	OTV002003	PATI LANCE DONALDSON	08/10/2022	\$117.00
00680724	OTV002202	BRUCE LEE DUANGMALA	08/10/2022	\$21.00
00680725	V03026	ENCORE GROUP (USA) LLC	08/10/2022	\$13,375.37
00680726	OTV002190	ESSENTIAL DESIGN INNOVATOR	08/10/2022	\$30.38
00680727	V00623	FAIR HOUSING FOUNDATION	08/10/2022	\$755.95
00680728	V02204	FAMILIES FORWARD, INC.	08/10/2022	\$38,149.95
00680729	V00412	FEDERAL EXPRESS CORP	08/10/2022	\$197.59
00680730	OTV001911	INC. FENCEWORKS RENTAL SYSTEMS	08/10/2022	\$559.30
00680731	V00829	FERGUSON ENTERPRISES, INC 1350	08/10/2022	\$663.80
00680732	OTV001257	HEIDI KRISTINA FIELDEN	08/10/2022	\$55.00
00680733	OTV002140	FIRST RELIANT HOME	08/10/2022	\$21.94
00680734	OTV002160	JOSE FLORES	08/10/2022	\$47.65
00680735	OTV002211	SMITA FOERSTER	08/10/2022	\$75.00
00680736	OTV002180	FORBES ASSOCIATES	08/10/2022	\$4.04
00680737	V02257	FRANCHISE TAX BOARD	08/10/2022	\$107.06
00680738	OTV002208	DIJANA FRITSCH	08/10/2022	\$195.00
00680739	V00054	GALLS LLC	08/10/2022	\$966.20
00680740	OTV002172	ARACELI GARCIA RODRIGUEZ	08/10/2022	\$13.25
00680741	V01382	GARDEN GROVE NISSAN, LP	08/10/2022	\$3,500.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Aug 4, 2022 and Aug 10, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 19, 2022 8:09:03 AM

Page 4

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00680742	OTV002193	GARDEN GROVE VILLAGE HOA	08/10/2022	\$32.80
00680743	OTV002169	THOMAS GRABINSKI	08/10/2022	\$27.57
00680744	OTV002204	AIMEE GURNEA	08/10/2022	\$75.00
00680745	OTV002215	LEROY HA	08/10/2022	\$1,000.00
00680746	OTV002151	ABBY HANSEN	08/10/2022	\$36.49
00680747	OTV001961	PAUL ST JOHN HARDIE	08/10/2022	\$78.00
00680748	V02182	HARMONY LAB & SAFETY SUPPLIES	08/10/2022	\$170.39
00680749	OTV002004	ROBERT JAMES HARVEY	08/10/2022	\$36.00
00680750	OTV002167	REBECCA & MARK HENDRICKSON	08/10/2022	\$82.16
00680751	OTV002184	JENNIFER HENTZ	08/10/2022	\$37.61
00680752	OTV002201	BRIAN ANTHONY HILDBRAND SR	08/10/2022	\$49.00
00680753	V00711	HILL'S BROS LOCK & SAFE, INC	08/10/2022	\$826.23
00680754	V02308	HIRSCH PIPE & SUPPLY CO. INC	08/10/2022	\$1,894.45
00680755	OTV001919	KIM THAO THI HOANG	08/10/2022	\$67.00
00680756	OTV002144	THUY HOANG	08/10/2022	\$21.10
00680757	OTV002176	LAURA HOLT, BRYON & HOLT	08/10/2022	\$39.63
00680758	OTV002139	TIM HONG	08/10/2022	\$30.02
00680759	V02447	HUMAN OPTIONS	08/10/2022	\$17,656.49
00680760	V02338	IMAN FAIZ RIZK GERGIS	08/10/2022	\$6.00
00680761	OTV002159	INDIGO-A REAL ESTATE COMPANY	08/10/2022	\$61.33
00680762	V00071	JM NURSERY	08/10/2022	\$1,076.62
00680763	OTV001154	JOHN PAUL ZEMPOALTECA	08/10/2022	\$45.00
00680764	OTV001856	AMANDA XAN JOYA	08/10/2022	\$38.00
00680765	OTV002206	CARRIE LATHERY	08/10/2022	\$75.00
00680766	OTV002175	ANH LE	08/10/2022	\$145.65
00680767	OTV001999	ANH THI LE	08/10/2022	\$29.00
00680768	V02341	THAIHIEN DINHPHUONG LE	08/10/2022	\$55.00
00680769	OTV002185	KANG LEE	08/10/2022	\$34.53
00680770	OTV001894	JENNIFER L. LEPIRE	08/10/2022	\$30.00
00680771	V00105	LEVEL 27 MEDIA	08/10/2022	\$930.00
00680772	OTV002203	COLLEEN DANIELLE LOGAN	08/10/2022	\$131.00
00680773	OTV002179	BONNIE L LONNEVIK	08/10/2022	\$37.68
00680774	V00610	LT PROPERTIES	08/10/2022	\$18,945.00
00680775	V00469	MAGIC JUMP RENTALS OC, LLC	08/10/2022	\$889.05

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Aug 4, 2022 and Aug 10, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 19, 2022 8:09:03 AM

Page 5

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00680776	OTV002205	ANGIE MAI	08/10/2022	\$245.00
00680777	OTV002182	HUNG HUY MAI	08/10/2022	\$46.37
00680778	V00900	NGOC HA THI MAI	08/10/2022	\$110.00
00680779	OTV002166	THAO MAI	08/10/2022	\$80.96
00680780	OTV002155	SHEILA MANNING	08/10/2022	\$44.24
00680781	V01974	KRISTINA MARKOVICH	08/10/2022	\$69.00
00680782	OTV002002	ANTHONY CESAR MARTINEZ	08/10/2022	\$43.00
00680783	OTV002197	IGNACIO MARTINEZ	08/10/2022	\$41.06
00680784	OTV002136	SONYO & BERNARDINO MARTINEZ	08/10/2022	\$18.37
00680785	V01958	MARY A MEJIA	08/10/2022	\$62.00
00680786	V00151	MERCY HOUSE LIVING CENTERS	08/10/2022	\$5,463.67
00680787	OTV002178	HARRY MOON	08/10/2022	\$26.97
00680788	OTV002150	CONSTANCE NARANJO	08/10/2022	\$2.47
00680789	V00557	NATIONAL CONSTRUCTION RENTALS	08/10/2022	\$1,645.22
00680790	OTV002174	BARRY NGUY	08/10/2022	\$12.45
00680791	V01987	AMY TU UYEN NGUYEN	08/10/2022	\$138.00
00680792	OTV002143	CHAU NGUYEN	08/10/2022	\$24.55
00680793	OTV002209	EDISON NGUYEN	08/10/2022	\$1,000.00
00680794	OTV002187	HUY D NGUYEN	08/10/2022	\$18.19
00680795	OTV002189	JENNY NGUYEN	08/10/2022	\$59.09
00680796	OTV002138	KEVIN H NGUYEN	08/10/2022	\$35.90
00680797	OTV002135	LINH T NGUYEN	08/10/2022	\$7.93
00680798	OTV002042	LONG WILLIAM NGUYEN	08/10/2022	\$74.00
00680799	OTV002177	MICHAEL NGUYEN	08/10/2022	\$33.68
00680800	OTV002154	TONY NGUYEN	08/10/2022	\$48.93
00680801	OTV002199	TUYET NGOC NGUYEN	08/10/2022	\$82.00
00680802	OTV002156	VICTOR NGUYEN	08/10/2022	\$30.20
00680803	OTV001893	ANGELICA MARIA NIEVES	08/10/2022	\$25.00
00680804	V00743	NIKKI'S FLAG SHOP	08/10/2022	\$669.90
00680805	V00459	O'REILLY AUTO PARTS	08/10/2022	\$5,309.16
00680807	OTV002043	LYNDA OAKLEY-HARE	08/10/2022	\$30.00
00680808	V00551	OC HOUSING AUTHORITY	08/10/2022	\$6,975.00
00680810	V00209	WHJ OCN,IND	08/10/2022	\$775.00
00680811	V00371	OFFICE DEPOT, INC	08/10/2022	\$3,276.40

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Aug 4, 2022 and Aug 10, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 19, 2022 8:09:03 AM

Page 6

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00680812	V01422	ORANGE COUNTY CLERK-RECORDER'S OFFICE	08/10/2022	\$100.00
00680813	V00559	ORANGE COUNTY EMERGENCY PET CLINIC	08/10/2022	\$6,000.50
00680814	V01086	ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV	08/10/2022	\$400.00
00680815	OTV002133	OUR LADY HELP OF CHRISTIANS	08/10/2022	\$66.12
00680816	OTV002132	PACIFIC CITY PROPERTIES	08/10/2022	\$52.47
00680817	OTV001834	MARIA ELISA R PEREZ TAPIA	08/10/2022	\$12.00
00680818	OTV002165	HOANG PHAM	08/10/2022	\$43.10
00680819	OTV002210	JESSICA PHAM	08/10/2022	\$500.00
00680820	OTV002142	KHANG PHAM	08/10/2022	\$51.90
00680821	OTV002131	LAM T PHAM	08/10/2022	\$3.42
00680822	OTV002130	QUYNH TRANG PHAM	08/10/2022	\$22.85
00680823	OTV002217	MY PHAN	08/10/2022	\$282.49
00680824	V01056	PLAYERS CHOICE SPORTS ASSOCIATION	08/10/2022	\$1,952.15
00680825	OTV002192	WILLIAM PLUEGER	08/10/2022	\$54.58
00680826	OTV001897	NHIEN JIMMY QUACH	08/10/2022	\$123.00
00680827	V00015	RICHARD FISHER ASSOCIATES	08/10/2022	\$5,747.50
00680828	OTV001898	PATRICIA PENA RODRIGUEZ	08/10/2022	\$34.00
00680829	OTV001839	EDGAR ROMAN	08/10/2022	\$36.00
00680830	OTV002214	LAMAR RUSH	08/10/2022	\$1,000.00
00680831	OTV002181	COCO CHANEL S HUERTAS ORTEGA	08/10/2022	\$44.78
00680832	OTV002147	STANLEY SALTZMAN	08/10/2022	\$15.05
00680833	V00222	SCP DISTRIBUTORS, LLC	08/10/2022	\$378.62
00680834	V01808	SECRETARY OF STATE	08/10/2022	\$40.00
00680835	OTV002129	MARY SEFERIAN	08/10/2022	\$90.12
00680836	OTV002149	VICTOR SERRANO	08/10/2022	\$4.56
00680837	OTV002196	SHOP N GO LIQUOR	08/10/2022	\$78.30
00680838	V00785	SHRED CONFIDENTIAL, INC	08/10/2022	\$26.25
00680839	V01442	SOCIALWISE CONSULTING, LLC	08/10/2022	\$3,150.00
00680840	V00795	SPARKLETTS	08/10/2022	\$324.07
00680841	V01199	STANDARD INSURANCE COMPANY 00 643061 0001	08/10/2022	\$24,163.61
00680842	V02206	STANDUP FOR KIDS, INC.	08/10/2022	\$22,174.01
00680843	V02826	STOLZE, MARTIN W.	08/10/2022	\$1,300.00
00680844	OTV001742	LEONOR HERNANDEZ SUAREZ	08/10/2022	\$64.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Aug 4, 2022 and Aug 10, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 19, 2022 8:09:03 AM

Page 7

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00680845	OTV002164	LILI SUN	08/10/2022	\$8.82
00680846	OTV002173	HENNY TA	08/10/2022	\$49.11
00680847	OTV002153	NIEN TA	08/10/2022	\$51.15
00680848	OTV002213	TRACY TA	08/10/2022	\$40.00
00680849	OTV002186	TODD TAYLOR	08/10/2022	\$35.02
00680850	V00568	TEAM OF ADVOCATES FOR SPECIAL KIDS	08/10/2022	\$726.71
00680851	OTV002212	SONG THANH	08/10/2022	\$250.00
00680852	V03035	THAT SOUND GUY	08/10/2022	\$890.00
00680853	V02203	THE ILLUMINATION FOUNDATION	08/10/2022	\$1,366.81
00680854	OTV002146	AFA TIA	08/10/2022	\$38.73
00680855	OTV001857	JENNIFER D. TILZER	08/10/2022	\$18.00
00680856	OTV002158	KIM TRONG TO	08/10/2022	\$37.92
00680857	OTV002207	DE TON	08/10/2022	\$1,000.00
00680858	OTV002000	DIANE TRAN	08/10/2022	\$35.00
00680859	OTV001694	DUNG KIM TRAN	08/10/2022	\$103.00
00680860	OTV002148	STEPHANIE TRAN	08/10/2022	\$27.83
00680861	OTV001794	TONY TRAN	08/10/2022	\$24.00
00680862	OTV001918	KHAI DUC TU	08/10/2022	\$2.00
00680863	V00812	UNIFIRST CORP	08/10/2022	\$4,946.94
00680865	V01948	RENEE LYNN VICTOR	08/10/2022	\$23.00
00680866	OTV002157	THU VO	08/10/2022	\$54.34
00680867	V01465	VOLKSWAGEN OF GARDEN GROVE	08/10/2022	\$1,500.00
00680868	OTV002163	JUSTIN VU	08/10/2022	\$41.19
00680869	OTV002216	MICHAEL VU	08/10/2022	\$1,000.00
00680870	OTV001921	KIMBERLY WEST	08/10/2022	\$44.00
00680871	V01731	WILLDAN ENGINEERING	08/10/2022	\$3,840.00
00680872	OTV002162	TRENT WOSLUM	08/10/2022	\$51.02
00680873	V02962	YUNEX LLC	08/10/2022	\$13,646.00
			EFT: 25	\$717,217.84
			Check: 205	\$419,321.09
			Total: 230	\$1,136,538.93



City of Garden Grove
Certificate of Warrants
Register Dates:
08/17/2022

This is to certify the demands covered by Wire numbers 00001189 through 00001193 EFT numbers 00026798 through 00026823, and check numbers 00680874 through 00680981 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: Check 00680919 was reversed.

A handwritten signature in blue ink, appearing to read 'Patricia Song'. The signature is fluid and cursive, written over a horizontal line.

Finance Director
Patricia Song

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Aug 11, 2022 and Aug 17, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 19, 2022 8:41:15 AM

Page 1

AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00001189	V00805	TIME WARNER CABLE	08/17/2022	\$2,888.62
00001190	V00789	SO CALIF EDISON CO	08/17/2022	\$228.15
00001191	V00789	SO CALIF EDISON CO	08/17/2022	\$11,023.26
00001192	V00789	SO CALIF EDISON CO	08/17/2022	\$4,617.80
00001193	V00789	SO CALIF EDISON CO	08/17/2022	\$18.28
00026798	V00133	2-1-1 ORANGE COUNTY	08/17/2022	\$10,588.82
00026799	V03016	BETTER IMPACT USA INC.	08/17/2022	\$1,184.00
00026800	V00224	CDW-GOVERNMENT, INC	08/17/2022	\$291.28
00026801	V00679	ENTERPRISE FLEET MGMT, INC	08/17/2022	\$10,591.66
00026802	V01305	FLEMING ENVIRONMENTAL, INC	08/17/2022	\$3,268.73
00026803	V00218	GRAINGER	08/17/2022	\$1,200.82
00026804	V00243	INDOFF, INC	08/17/2022	\$2,544.28
00026805	V02872	INTERIOR DEMOLITION, INC	08/17/2022	\$6,764.00
00026806	V01816	INTERNATIONAL RIGHT OF WAY ASSOCIATION	08/17/2022	\$945.00
00026807	V00368	JOHNSON CONTROLS SECURITY SOLUTIONS	08/17/2022	\$929.74
00026808	V03000	LANCE, SOLL & LUNGHARD LLP	08/17/2022	\$8,195.00
00026809	V01657	LYTLE SCREENPRINTING, INC	08/17/2022	\$81.89
00026810	V02866	MIND OC	08/17/2022	\$273,602.39
00026811	V00092	NATIONAL AUTO FLEET GROUP AND CHEVROLET OF WATSONV	08/17/2022	\$26,438.44
00026812	V01423	PACIFIC HYDROTECH CORPORATION	08/17/2022	\$187,981.25
00026813	V00210	PEST OPTIONS, INC	08/17/2022	\$1,905.00
00026814	V03022	R.A. SMITH, INC.	08/17/2022	\$3,500.00
00026815	V00506	REDFLEX TRAFFIC SYSTEMS, INC	08/17/2022	\$30,800.00
00026816	V00401	REPUBLIC WASTE SERVICES OF SO CALIFORNIA, LLC	08/17/2022	\$28,988.59
00026817	V03042	SA ASSOCIATES	08/17/2022	\$71.50
00026818	V02748	VCA CODE	08/17/2022	\$32,141.17
00026819	V02869	VOVINAM VIET VO DAO FEDERATION OF WESTERN US	08/17/2022	\$80.30
00026820	V00826	WEST COAST ARBORISTS, INC	08/17/2022	\$1,745.80
00026821	V03030	WORLDPAY, LLC	08/17/2022	\$139,606.78
00026822	V02964	MOUNTAIN VIEW	08/17/2022	\$5,000.00
00026823	V02991	WESTERN STATE BUILDERS, INC	08/17/2022	\$54,140.50
00680874	V01122	ADVANCED CAR CARE, INC	08/17/2022	\$2,520.72

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Aug 11, 2022 and Aug 17, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 19, 2022 8:41:15 AM

Page 2

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00680875	V01697	AECOM TECHNICAL SERVICES, INC	08/17/2022	\$12,770.50
00680876	V00573	ALAN'S LAWN AND GARDEN CENTER, INC	08/17/2022	\$513.08
00680877	V00635	ALL CITY MANAGEMENT SERVICES, INC	08/17/2022	\$2,646.15
00680878	V01242	ALPHA TINT	08/17/2022	\$140.00
00680879	V00514	AMTECH ELEVATOR SERVICES	08/17/2022	\$4,650.73
00680880	V00479	ANDRES MEDINA MOBILE WASH	08/17/2022	\$1,997.50
00680881	OTV001394	ANH VO & KENNETH NGUYEN	08/17/2022	\$1,000.00
00680882	V02328	APPLEONE EMPLOYMENT SERVICES	08/17/2022	\$2,702.80
00680883	V00145	AUTONATION FORD TUSTIN	08/17/2022	\$5,982.00
00680884	V00379	DAVID BARISIC	08/17/2022	\$7,103.94
00680885	V00338	JAMES L BARISIC	08/17/2022	\$21,311.83
00680886	OTV002223	MARIO F. BARRAGAN	08/17/2022	\$1,000.00
00680887	V02190	BEL-AIR SHELLS	08/17/2022	\$1,616.42
00680888	V00561	CALIFORNIA BUILDING OFFICIALS	08/17/2022	\$260.00
00680889	V00561	CALIFORNIA BUILDING OFFICIALS	08/17/2022	\$585.00
00680890	V00561	CALIFORNIA BUILDING OFFICIALS	08/17/2022	\$70.00
00680891	V00561	CALIFORNIA BUILDING OFFICIALS	08/17/2022	\$260.00
00680892	V00561	CALIFORNIA BUILDING OFFICIALS	08/17/2022	\$445.00
00680893	V00561	CALIFORNIA BUILDING OFFICIALS	08/17/2022	\$260.00
00680894	V00561	CALIFORNIA BUILDING OFFICIALS	08/17/2022	\$260.00
00680895	V00561	CALIFORNIA BUILDING OFFICIALS	08/17/2022	\$260.00
00680896	V00561	CALIFORNIA BUILDING OFFICIALS	08/17/2022	\$260.00
00680897	V00561	CALIFORNIA BUILDING OFFICIALS	08/17/2022	\$260.00
00680898	V00561	CALIFORNIA BUILDING OFFICIALS	08/17/2022	\$260.00
00680899	V00561	CALIFORNIA BUILDING OFFICIALS	08/17/2022	\$260.00
00680900	V02132	COASTAL BUILDERS	08/17/2022	\$5,000.00
00680901	V00579	COASTLINE EQUIPMENT	08/17/2022	\$4,033.46
00680902	V02813	CODING MINDS, INC.	08/17/2022	\$157.50
00680903	V00298	COSTAR GROUP, INC	08/17/2022	\$237.50
00680904	V00670	COSTCO MEMBERSHIP	08/17/2022	\$120.00
00680905	OTV002222	RICHARD DESBIENS	08/17/2022	\$8.53
00680906	V00184	DIAMOND ENVIRONMENTAL SERVICES	08/17/2022	\$5,300.59
00680907	V00174	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC	08/17/2022	\$1,726.80

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Aug 11, 2022 and Aug 17, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 19, 2022 8:41:15 AM

Page 3

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00680908	V00233	FACTORY MOTOR PARTS CO BIN 139107	08/17/2022	\$2,129.26
00680909	OTV002220	BARBARA FERRER	08/17/2022	\$71.50
00680910	V00392	FIVE STAR TAEKWONDO	08/17/2022	\$952.66
00680911	V00143	FRYE SIGN CO	08/17/2022	\$655.00
00680912	V00054	GALLS LLC	08/17/2022	\$11,066.86
00680913	V02039	GOVERNMENT TRAINING AGENCY SDRTC	08/17/2022	\$1,152.00
00680914	V00346	CINDY GRISWOLD	08/17/2022	\$31.50
00680915	V00708	HARBOR POINTE A/C & CONTROL SYSTEMS, INC	08/17/2022	\$4,401.42
00680916	V00494	HARRIS & ASSOCIATES, INC	08/17/2022	\$1,500.00
00680917	V00711	HILL'S BROS LOCK & SAFE, INC	08/17/2022	\$661.14
00680918	OTV002219	TAMMY HUYNH	08/17/2022	\$1,706.92
00680920	V00182	INFOSEND, INC	08/17/2022	\$21,696.04
00680921	V02865	JACOB GREEN & ASSOCIATES, INC.	08/17/2022	\$1,500.00
00680922	V00116	JOHNNY ALLEN TENNIS ACADEMY	08/17/2022	\$2,354.94
00680923	V00721	KELLY PAPER	08/17/2022	\$1,206.03
00680924	V00724	KLEINFELDER WEST, INC	08/17/2022	\$2,467.50
00680925	V00220	LABSOURCE, INC	08/17/2022	\$4,404.93
00680926	V02579	LAND FORMS LANDSCAPE CONSTRUCTION INC	08/17/2022	\$38,966.25
00680927	V00435	LANGUAGE LINE SERVICES	08/17/2022	\$109.98
00680928	V00402	LEXISNEXIS RISK SOLUTIONS ACCOUNT #1008503	08/17/2022	\$206.25
00680929	V01563	LIFE-ASSIST, INC	08/17/2022	\$1,197.95
00680930	V00299	LOOPNET	08/17/2022	\$492.24
00680931	V00321	DAWNA LUDWIG	08/17/2022	\$681.60
00680932	OTV001848	LISA MARCELINO	08/17/2022	\$75.00
00680933	V01323	MARLOW INNOVATIONS, INC	08/17/2022	\$4,995.00
00680934	V01177	METROLINK TRAINS	08/17/2022	\$462.00
00680935	V00420	MIKE RAAHAUGES SHOOTING ENTERPRISES	08/17/2022	\$393.10
00680936	V00492	MIWALL CORPORATION	08/17/2022	\$2,215.00
00680937	V02408	MOORE IACOFANO GOLTSMAN, INC	08/17/2022	\$4,976.50
00680938	V00190	MR D'S AUTOMOTIVE	08/17/2022	\$1,284.70
00680939	V01604	MULTIRIVER STUDIOS, LLC WESTMINSTER ARTS ACADEMY	08/17/2022	\$1,362.62
00680940	V00362	NICOLE MYERS	08/17/2022	\$117.40
00680941	V00735	NAN MCKAY & ASSOCIATES, INC	08/17/2022	\$1,399.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Aug 11, 2022 and Aug 17, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 19, 2022 8:41:15 AM

Page 4

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00680942	V00557	NATIONAL CONSTRUCTION RENTALS	08/17/2022	\$21,253.00
00680943	V01280	NATIONAL CREDIT REPORTING	08/17/2022	\$83.70
00680944	H3910	FRANK M NGUYEN	08/17/2022	\$1,698.00
00680945	OTV001216	NRI PORTFOLIOS, LLC	08/17/2022	\$1,000.00
00680946	V00786	ORANGE COUNTY CHIEFS OF POLICE & SHERIFF'S ASSOC	08/17/2022	\$500.00
00680947	V01530	ORANGE COUNTY SANITATION DIST, INC	08/17/2022	\$40,599.18
00680948	V02829	PACIFIC PRODUCTS AND SERVICES, LLC	08/17/2022	\$4,426.89
00680949	V00756	PARKHOUSE TIRE, INC	08/17/2022	\$387.50
00680950	V01588	PHAN, DIEM P	08/17/2022	\$341.74
00680951	V01056	PLAYERS CHOICE SPORTS ASSOCIATION	08/17/2022	\$79.42
00680952	V00396	RADI'S CUSTOM UPHOLSTER	08/17/2022	\$4,750.00
00680953	V00163	RETAIL MARKETING SERVICES INC	08/17/2022	\$4,166.00
00680954	OTV002224	REXFORD INDUSTRIAL	08/17/2022	\$45,000.00
00680955	V02990	GLENN ROSS	08/17/2022	\$150.00
00680956	V00850	SAFARILAND, LLC	08/17/2022	\$1,168.93
00680957	V00780	SAFETY 1st PEST CONTROL, INC	08/17/2022	\$950.00
00680958	V01497	SC SIGNS & SUPPLIES LLC	08/17/2022	\$857.47
00680959	V01860	SHELL PACKAGING CORPORATION	08/17/2022	\$3,872.47
00680960	V00784	SHOETERIA	08/17/2022	\$100.00
00680961	V00785	SHRED CONFIDENTIAL, INC	08/17/2022	\$52.50
00680962	V01415	SOCAL AUTO & TRUCK PARTS INC	08/17/2022	\$2,612.50
00680963	V00160	SOUTHERN COUNTIES OIL COMPANY	08/17/2022	\$48,430.80
00680964	V00570	STRADLING, YOCCA,CARLSON & RAUTH	08/17/2022	\$4,049.50
00680965	V00228	SUPERION, LLC	08/17/2022	\$875.00
00680966	V00568	TEAM OF ADVOCATES FOR SPECIAL KIDS	08/17/2022	\$567.95
00680967	V01389	THE HOME DEPOT PRO	08/17/2022	\$5,367.69
00680968	V02203	THE ILLUMINATION FOUNDATION	08/17/2022	\$150,547.76
00680969	V00200	THE OLSON COMPANY	08/17/2022	\$2,082.00
00680970	V00439	THE RINKS- ANAHEIM ICE	08/17/2022	\$450.45
00680971	V00465	TIERRA WEST ADVISORS, INC	08/17/2022	\$2,368.75
00680972	V00843	TILLEY CRANE INSPECTION SERVICE	08/17/2022	\$6,000.00
00680973	V01206	TOPAZ ALARM CORP	08/17/2022	\$150.00
00680974	V02396	KIMBERLY C TURNER	08/17/2022	\$149.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Aug 11, 2022 and Aug 17, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 19, 2022 8:41:15 AM

Page 5

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00680975	V02689	UNITED SITE SERVICES OF CALIFORNIA, INC.	08/17/2022	\$36.93
00680976	V00501	US BEHAVIORAL HEALTH PLAN, CA	08/17/2022	\$1,456.35
00680977	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	08/17/2022	\$15,452.80
00680978	V00564	WEST COUNTY TIRE & AUTO, INC	08/17/2022	\$1,776.23
00680979	V00380	BRETT WHITEHEAD	08/17/2022	\$7,103.94
00680980	V01731	WILLDAN ENGINEERING	08/17/2022	\$17,760.00
00680981	V00115	YORBA LINDA FEED STORE, INC	08/17/2022	\$49.99
			EFT: 26	\$832,586.94
			Check: 112	\$620,372.89
			Total: 138	\$1,452,959.83



City of Garden Grove
Certificate of Warrants
Register Dates:
08/24/2022

This is to certify the demands covered by Wire number 00001194, EFT numbers 00026824 through 00026844, and check numbers 00680982 through 00681067 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note:

A handwritten signature in blue ink, appearing to read 'Patricia Song', written over a horizontal line.

Finance Director
Patricia Song

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Aug 18, 2022 and Aug 24, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 31, 2022 2:15:07 PM

Page 1

AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00001194	V00637	CITY OF ANAHEIM	08/24/2022	\$88.41
00026824	V02157	CALIFORNIA STATE BOARD OF EQUALIZATION	08/24/2022	\$24,471.99
00026825	V00585	ADMINSURE	08/24/2022	\$16,939.00
00026826	V02878	ADMIRAL PEST CONTROL, INC.	08/24/2022	\$1,308.00
00026827	V01345	BORDER TIRE	08/24/2022	\$641.44
00026828	V00657	CALIF FORENSIC PHLEBOTOMY, INC	08/24/2022	\$3,196.09
00026829	V00224	CDW-GOVERNMENT, INC	08/24/2022	\$6,534.75
00026830	V02708	CHC: CREATING HEALTHIER COMMUNITIES	08/24/2022	\$45.00
00026831	V00672	CRON & ASSOCIATES TRANSCRIPTION, INC	08/24/2022	\$3,363.15
00026832	V02847	DILTEX INC	08/24/2022	\$52,361.30
00026833	V00562	DOOLEY ENTERPRISES, INC	08/24/2022	\$6,684.81
00026834	V00259	DTNTECH MARKETING	08/24/2022	\$207.44
00026835	OTV000879	GARDEN GROVE POLICE ASSOCIATION	08/24/2022	\$16,532.75
00026836	V02707	GARDEN GROVE POLICE ASSOCIATION PAC	08/24/2022	\$3,560.00
00026837	V00218	GRAINGER	08/24/2022	\$9.14
00026838	V03045	INSTRUMART LLC	08/24/2022	\$515.07
00026839	V02706	ORANGE COUNTY EMPLOYEES ASSOCIATION	08/24/2022	\$3,556.09
00026840	V00136	ORANGE COUNTY WELDING, INC	08/24/2022	\$2,335.20
00026841	V01423	PACIFIC HYDROTECH CORPORATION	08/24/2022	\$208,791.00
00026842	V02824	PATH	08/24/2022	\$12,414.18
00026843	V00591	U S ARMOR CORP	08/24/2022	\$3,657.25
00026844	V02089	SHANNON WAINWRIGHT	08/24/2022	\$553.85
00680982	V00516	ACCO ENGINEERED SYSTEMS	08/24/2022	\$35,000.00
00680983	V01122	ADVANCED CAR CARE, INC	08/24/2022	\$3,652.76
00680984	V00627	AKM CONSULTING ENGINEERS	08/24/2022	\$58,126.50
00680985	V00238	AMERINAT	08/24/2022	\$1,000.00
00680986	V02328	APPLEONE EMPLOYMENT SERVICES	08/24/2022	\$1,304.80
00680987	V00641	AQUA-METRIC SALES CO	08/24/2022	\$76,352.83
00680988	V00033	AT&T CORP	08/24/2022	\$13,564.57
00680989	V00145	AUTONATION FORD TUSTIN	08/24/2022	\$563.88
00680990	V00285	MARK BEDOR	08/24/2022	\$200.00
00680991	V00162	BIG RON'S AUTO BODY & PAINT, INC	08/24/2022	\$1,116.50
00680992	V00125	BOUND TREE MEDICAL, LLC	08/24/2022	\$228.63

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Aug 18, 2022 and Aug 24, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 31, 2022 2:15:07 PM

Page 2

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00680993	V00655	C WELLS PIPELINE MATERIALS, INC	08/24/2022	\$804.75
00680994	V00561	CALIFORNIA BUILDING OFFICIALS	08/24/2022	\$260.00
00680995	V00561	CALIFORNIA BUILDING OFFICIALS	08/24/2022	\$130.00
00680996	V00660	CAMERON WELDING SUPPLY	08/24/2022	\$78.00
00680997	V00107	CASI	08/24/2022	\$975.00
00680998	V00654	CLEA CALIF LAW ENFORCEMENT ASSOC	08/24/2022	\$3,696.75
00680999	V01134	COUNTY OF ORANGE TREAS REV RECOVERY-A/R UNIT	08/24/2022	\$117,888.02
00681000	V00481	DATA TICKET, INC	08/24/2022	\$2,811.00
00681001	V02871	DBS ADMINISTRATORS, INC.	08/24/2022	\$5,795.65
00681002	V00184	DIAMOND ENVIRONMENTAL SERVICES	08/24/2022	\$430.60
00681003	OTV002231	LOC DOAN	08/24/2022	\$756.87
00681004	V00676	DUNN-EDWARDS CORPORATION	08/24/2022	\$255.87
00681005	V01372	EBIX, INC	08/24/2022	\$14,125.00
00681006	V00174	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC	08/24/2022	\$30,964.00
00681007	V00336	EXCLUSIVE AUTO DETAIL	08/24/2022	\$1,290.00
00681008	V00233	FACTORY MOTOR PARTS CO BIN 139107	08/24/2022	\$1,673.08
00681009	OTV002227	MEMON MUHAMMAD FAROOQ	08/24/2022	\$53.00
00681010	V00412	FEDERAL EXPRESS CORP	08/24/2022	\$94.37
00681011	V00829	FERGUSON ENTERPRISES, INC 1350	08/24/2022	\$8,435.18
00681012	V01379	FIVESTAR RUBBER STAMP ETC, INC	08/24/2022	\$110.73
00681013	V00009	FORENSIC NURSE SPECIALISTS, INC	08/24/2022	\$1,000.00
00681014	V02257	FRANCHISE TAX BOARD	08/24/2022	\$75.00
00681015	V00143	FRYE SIGN CO	08/24/2022	\$990.00
00681016	V00054	GALLS LLC	08/24/2022	\$3,451.92
00681017	V00140	GARDEN GROVE SECURED STORAGE	08/24/2022	\$611.00
00681018	V00696	GARDEN GROVE UNIFIED SCHOOL DIST	08/24/2022	\$1,192.30
00681019	V00707	HACH COMPANY, INC	08/24/2022	\$8,926.00
00681020	V00034	HOME DEPOT CREDIT SERVICES	08/24/2022	\$3,714.35
00681021	V00223	ICC INTERNATIONAL CODE COUNCIL	08/24/2022	\$405.00
00681022	V00683	JOHN B EWLES, INC	08/24/2022	\$10,500.00
00681023	V00220	LABSOURCE, INC	08/24/2022	\$1,400.00
00681024	V01563	LIFE-ASSIST, INC	08/24/2022	\$2,544.75
00681025	OTV002234	LIN ROGERS ELECTRICAL CONTRACTORS, INC.	08/24/2022	\$156.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Aug 18, 2022 and Aug 24, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 31, 2022 2:15:07 PM

Page 3

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00681026	OTV002228	FLOR LOPEZ	08/24/2022	\$131.59
00681027	V03050	MAYER PRINTERS	08/24/2022	\$593.78
00681028	V00736	MC MASTER-CARR SUPPLY CO	08/24/2022	\$35.03
00681029	V00737	MERCHANTS BLDG MAINT, LLC	08/24/2022	\$1,431.35
00681030	V02408	MOORE IACOFANO GOLTSMAN, INC	08/24/2022	\$13,220.00
00681031	OTV002226	MEMON MUHAMMAD	08/24/2022	\$53.00
00681032	V00557	NATIONAL CONSTRUCTION RENTALS	08/24/2022	\$488.83
00681033	OTV002233	PETER NGUYEN	08/24/2022	\$164.00
00681034	V00742	NICKEY PETROLEUM CO , INC	08/24/2022	\$591.60
00681035	OTV001216	NRI PORTFOLIOS, LLC	08/24/2022	\$1,000.00
00681036	OTV001216	NRI PORTFOLIOS, LLC	08/24/2022	\$1,000.00
00681037	V01867	OC HEALTH CARE AGENCY, ENVIRONMENTAL HEALTH	08/24/2022	\$448.00
00681038	V00371	OFFICE DEPOT, INC	08/24/2022	\$2,986.63
00681039	V01422	ORANGE COUNTY CLERK-RECORDER'S OFFICE	08/24/2022	\$50.00
00681040	V01086	ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV	08/24/2022	\$52.09
00681041	V00164	PACIFIC MEDICAL CLINIC	08/24/2022	\$1,110.00
00681042	OTV002225	PAPA WHEELIE BICYCLES	08/24/2022	\$601.35
00681043	V00010	PLUMBERS DEPOT, INC	08/24/2022	\$2,896.14
00681044	V00045	PRIMARY &MULTI-SPECIALTY CLINICS OF ANAHEIM	08/24/2022	\$474.00
00681045	V02840	RECESS REVOLUTION	08/24/2022	\$100.80
00681046	V01121	RIO HONDO COLLEGE	08/24/2022	\$50.00
00681047	V00592	SAXE-CLIFFORD, PH D, SUSAN	08/24/2022	\$450.00
00681048	V00785	SHRED CONFIDENTIAL, INC	08/24/2022	\$157.50
00681049	V01415	SOCAL AUTO & TRUCK PARTS INC	08/24/2022	\$204.56
00681050	V00367	SOUTHERN COMPUTER WAREHOUSE	08/24/2022	\$2,288.04
00681051	OTV001890	SPECIALTY AC HEAT	08/24/2022	\$140.00
00681052	V01119	STANDARD INSURANCE CO RAS EXECUTIVE BENEFITS	08/24/2022	\$884.27
00681053	OTV001813	STATE CONTROLLER'S OFFICE	08/24/2022	\$603.00
00681054	OTV002020	TESLA, INC.	08/24/2022	\$149.60
00681055	V01389	THE HOME DEPOT PRO	08/24/2022	\$10.82
00681056	V00439	THE RINKS- ANAHEIM ICE	08/24/2022	\$1,064.70
00681057	OTV002235	EVON K TRAN	08/24/2022	\$128.91
00681058	OTV002232	HIEN TRAN	08/24/2022	\$133.41

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Aug 18, 2022 and Aug 24, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 31, 2022 2:15:07 PM

Page 4

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00681059	V00818	VASILJ, INC	08/24/2022	\$478,530.10
00681060	OTV001496	HUE VO	08/24/2022	\$1,000.00
00681061	OTV002230	TAM VO	08/24/2022	\$140.00
00681062	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	08/24/2022	\$5,640.18
00681063	OTV002236	W.L. BUTLER CONSTRUCTION, INC.	08/24/2022	\$1,000.00
00681064	V01469	WEST YOST ASSOCIATES	08/24/2022	\$61,658.47
00681065	OTV002229	WHOLESALE MANUFACTURED HOMES	08/24/2022	\$40.85
00681066	V01208	YO-FIRE SUPPLIES	08/24/2022	\$1,752.70
00681067	V00802	TEX-WIL, INC	08/24/2022	\$4,387.79
			EFT: 21	\$367,677.50
			Check: 87	\$1,004,636.16
			Total: 108	\$1,372,313.66



City of Garden Grove
Certificate of Warrants
Register Dates:
08/31/2022

This is to certify the demands covered by Wire numbers 00001195 through 00001238 EFT numbers 00026845 through 00026866, and check numbers 00681068 through 00681160 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: Wire #s 00001233 through 00001234 were canceled and check 000681070 was reversed.

Finance Director
Patricia Song

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Aug 25, 2022 and Aug 31, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 19, 2022 9:01:23 AM

Page 1

AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00001195	V00789	SO CALIF EDISON CO	08/31/2022	\$153,261.65
00001196	V02724	DEPARTMENT OF THE TREA	08/31/2022	\$334,686.74
00001197	V01375	EMPLOYMENT DEVELOPMENT	08/31/2022	\$105,639.54
00001198	V02725	EMPOWER RETIREMENT, LL	08/31/2022	\$115,785.11
00001199	V02152	EXPERT PAY CHILD SUPPO	08/31/2022	\$444.46
00001200	V02091	MARYLAND CHILD SUPPORT	08/31/2022	\$343.38
00001201	V02724	DEPARTMENT OF THE TREA	08/31/2022	\$346,226.82
00001202	V01375	EMPLOYMENT DEVELOPMENT	08/31/2022	\$109,005.39
00001203	V02725	EMPOWER RETIREMENT, LL	08/31/2022	\$115,930.17
00001204	V02152	EXPERT PAY CHILD SUPPO	08/31/2022	\$444.46
00001205	V02091	MARYLAND CHILD SUPPORT	08/31/2022	\$343.38
00001206	V00789	SO CALIF EDISON CO	08/31/2022	\$17.69
00001207	V00686	FRONTIER COMMUNICATION	08/31/2022	\$1,360.78
00001208	V00792	SO CALIF GAS CO	08/31/2022	\$1,204.69
00001209	V00792	SO CALIF GAS CO	08/31/2022	\$27,542.67
00001210	V02724	DEPARTMENT OF THE TREA	08/31/2022	\$27.29
00001211	V02725	EMPOWER RETIREMENT, LL	08/31/2022	\$47.60
00001212	V01539	DELTA DENTAL OF CALIFO	08/31/2022	\$13,255.70
00001213	V01201	US BANK	08/31/2022	\$1,952.50
00001214	V01596	PUBLIC EMPLOYEES' RETI	08/31/2022	\$646,304.79
00001215	V00691	CITY OF GARDEN GROVE-W	08/31/2022	\$278,025.15
00001216	V02087	DELTA CARE USA	08/31/2022	\$5,639.32
00001217	V01539	DELTA DENTAL OF CALIFO	08/31/2022	\$2,599.92
00001218	V00921	FIRST AMERICAN TITLE C	08/31/2022	\$15,000.00
00001219	V01545	CITY OF GARDEN GROVE-L	08/31/2022	\$72,021.16
00001220	V00732	THE LINCOLN NATIONAL L	08/31/2022	\$7,302.55
00001221	V00732	THE LINCOLN NATIONAL L	08/31/2022	\$8,659.96
00001222	V01579	ORANGE COUNTY FIRE AUTHORITY	08/31/2022	\$2,087,684.50
00001223	V01596	PUBLIC EMPLOYEES' RETI	08/31/2022	\$526,081.70
00001224	V01596	PUBLIC EMPLOYEES' RETI	08/31/2022	\$515,356.43
00001225	V01596	PUBLIC EMPLOYEES' RETI	08/31/2022	\$512,520.82
00001226	V01201	US BANK	08/31/2022	\$2,500.00
00001227	V01201	US BANK	08/31/2022	\$2,700.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Aug 25, 2022 and Aug 31, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 19, 2022 9:01:23 AM

Page 2

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00001228	V02036	US BANK TRUST NA	08/31/2022	\$483,472.44
00001229	V02088	VISION SERVICE PLAN -	08/31/2022	\$7,046.70
00001230	V00691	CITY OF GARDEN GROVE-W	08/31/2022	\$323,017.19
00001231	V00541	MUNICIPAL WATER DISTRI	08/31/2022	\$647,181.21
00001232	PC000062	UNION BANK PCARD AUTO PAYMENT	08/31/2022	\$39,847.11
00001235	V00819	VERIZON WIRELESS-LA	08/31/2022	\$14,483.75
00001236	V00805	TIME WARNER CABLE	08/31/2022	\$2,888.62
00001237	V01596	PUBLIC EMPLOYEES' RETI	08/31/2022	\$485,002.58
00001238	V00789	SO CALIF EDISON CO	08/31/2022	\$5.03
00026845	V01479	AMAZON WEB SERVICES, INC	08/31/2022	\$2,838.23
00026846	V00456	CIVOS, INC	08/31/2022	\$17,000.00
00026847	V01305	FLEMING ENVIRONMENTAL, INC	08/31/2022	\$2,044.81
00026848	V03018	FLO-SERVICES, INC.	08/31/2022	\$45,680.22
00026849	V02242	GANNETT FLEMING, INC.	08/31/2022	\$19,425.00
00026850	V03054	GPS AND TRACK, LLC	08/31/2022	\$99.00
00026851	V00218	GRAINGER	08/31/2022	\$5,917.13
00026852	V00722	KEYSER/MARSTON ASSOCIATES, INC	08/31/2022	\$1,215.00
00026853	V02752	MICHAEL BAKER INTERNATIONAL, INC.	08/31/2022	\$2,685.00
00026854	V02941	NAMY, INC.	08/31/2022	\$6,250.00
00026855	V00425	PETDATA	08/31/2022	\$3,736.70
00026856	V00462	PRO-FORCE MARKETING, INC	08/31/2022	\$23,377.44
00026857	V02159	SIR SPEEDY PRINTING	08/31/2022	\$2,925.38
00026858	V00261	STRICTLY TECHNOLOGY, LLC	08/31/2022	\$9,086.22
00026859	V02938	THE PRINTERY, INC.	08/31/2022	\$1,584.85
00026860	V02539	THE SOLIS GROUP	08/31/2022	\$90.00
00026861	V00031	TRANSPERFECT TRANSLATIONS INTERNATIONAL, INC	08/31/2022	\$780.00
00026862	V02869	VOVINAM VIET VO DAO FEDERATION OF WESTERN US	08/31/2022	\$511.70
00026863	V00828	WEST COAST SAND & GRAVEL	08/31/2022	\$791.40
00026864	V00257	WEST GROVE VOLLEYBALL, LLC	08/31/2022	\$1,257.30
00026865	V01474	WEX BANK	08/31/2022	\$2,319.44
00026866	V03025	TEAM SWOLEN	08/31/2022	\$290.93
00681068	V01254	AAOC	08/31/2022	\$99.00
00681069	V00421	ALEXANDER'S CONTRACT SERVICES, INC	08/31/2022	\$597.00
00681071	V00507	AMERICAN ASPHALT SOUTH, INC	08/31/2022	\$54,080.95

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Aug 25, 2022 and Aug 31, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 19, 2022 9:01:23 AM

Page 3

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00681072	V01113	AMERICAN RED CROSS HEALTH & SAFETY SERVICES	08/31/2022	\$1,190.00
00681073	V00641	AQUA-METRIC SALES CO	08/31/2022	\$6,432.91
00681074	V00145	AUTONATION FORD TUSTIN	08/31/2022	\$1,905.79
00681075	OTV002241	ALEX BAUTISTA	08/31/2022	\$180.00
00681076	V00162	BIG RON'S AUTO BODY & PAINT, INC	08/31/2022	\$12,608.90
00681077	V01941	BRODY CHEMICAL	08/31/2022	\$280.70
00681078	V00649	BROWNELLS, INC	08/31/2022	\$1,061.81
00681079	V00561	CALIFORNIA BUILDING OFFICIALS	08/31/2022	\$260.00
00681080	V00561	CALIFORNIA BUILDING OFFICIALS	08/31/2022	\$260.00
00681081	V00660	CAMERON WELDING SUPPLY	08/31/2022	\$23.50
00681082	V00749	CITY OF ORANGE	08/31/2022	\$351.43
00681083	V01057	CITY OF SANTA ANA FINANCE & MGMT SRVS AGENCY M-87	08/31/2022	\$1,423.42
00681084	V00579	COASTLINE EQUIPMENT	08/31/2022	\$2,226.64
00681085	V02813	CODING MINDS, INC.	08/31/2022	\$963.90
00681086	V00666	COMMUNITY VETERINARY HOSPITAL INC	08/31/2022	\$3,649.00
00681087	V01151	COUNTY OF ORANGE DA'S OFFICE, ASSET FORFEITURE	08/31/2022	\$3,187.00
00681088	V01134	COUNTY OF ORANGE TREAS REV RECOVERY-A/R UNIT	08/31/2022	\$52,830.83
00681089	V00978	CUMMINS CAL PACIFIC, INC	08/31/2022	\$1,412.00
00681090	V00481	DATA TICKET, INC	08/31/2022	\$1,880.30
00681091	V01366	DEWBERRY ARCHITECTS, INC	08/31/2022	\$2,588.94
00681092	V01371	DXP ENTERPRISES, INC	08/31/2022	\$4,254.98
00681093	V02321	ELECNOR BELCO ELECTRIC, INC.	08/31/2022	\$202,230.63
00681094	V00684	EXPERIAN INFO SOLUTIONS, INC	08/31/2022	\$78.36
00681095	V00233	FACTORY MOTOR PARTS CO BIN 139107	08/31/2022	\$372.50
00681096	V00623	FAIR HOUSING FOUNDATION	08/31/2022	\$2,500.07
00681097	V01078	FALSE ALARM REDUCTION ASSN	08/31/2022	\$175.00
00681098	V00392	FIVE STAR TAEKWONDO	08/31/2022	\$1,399.78
00681099	V00009	FORENSIC NURSE SPECIALISTS, INC	08/31/2022	\$4,000.00
00681100	OTV002238	DANE D FREDERICKSEN	08/31/2022	\$1,000.00
00681101	OTV001297	HA THI DANG & TAM MINH VO	08/31/2022	\$1,000.00
00681102	V02116	HABITAT FOR HUMANITY OF ORANGE COUNTY, INC.	08/31/2022	\$2,926.49
00681103	V00264	HTL HOTEL ADVISORS, INC	08/31/2022	\$9,232.50
00681104	V00135	IMPERIAL SPRINKLER SUPPLY, INC	08/31/2022	\$1,077.01

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Aug 25, 2022 and Aug 31, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 19, 2022 9:01:23 AM

Page 4

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00681105	V02697	JOHNSON CONTROLS FIRE PROTECTION LP	08/31/2022	\$850.00
00681106	V00322	PATI KENT	08/31/2022	\$38.65
00681107	V00299	LOOPNET	08/31/2022	\$237.50
00681108	V00321	DAWNA LUDWIG	08/31/2022	\$1,026.00
00681109	V00192	MAD SCIENCE OF WEST ORANGE COUNTY	08/31/2022	\$2,343.60
00681110	V00736	MC MASTER-CARR SUPPLY CO	08/31/2022	\$595.23
00681111	V00737	MERCHANTS BLDG MAINT, LLC	08/31/2022	\$4,503.97
00681112	V00362	NICOLE MYERS	08/31/2022	\$63.00
00681113	V00557	NATIONAL CONSTRUCTION RENTALS	08/31/2022	\$280.80
00681114	OTV001216	NRI PORTFOLIOS, LLC	08/31/2022	\$1,000.00
00681115	V00209	WHJ OCN,IND	08/31/2022	\$340.00
00681116	V01422	ORANGE COUNTY CLERK-RECORDER'S OFFICE	08/31/2022	\$100.00
00681117	V00563	ORANGE COUNTY STRIPING SERV	08/31/2022	\$482.95
00681118	V01649	ORANGE COUNTY TRANSIT AUTHORITY	08/31/2022	\$3,782.22
00681119	V01424	PACIFIC COAST ENTERTAINMENT	08/31/2022	\$1,976.31
00681120	V00164	PACIFIC MEDICAL CLINIC	08/31/2022	\$1,495.00
00681121	V00756	PARKHOUSE TIRE, INC	08/31/2022	\$4,882.97
00681122	V01588	PHAN, DIEM P	08/31/2022	\$410.72
00681123	OTV002240	PIZZARAGEOUS	08/31/2022	\$516.20
00681124	V01217	PRECISION POWDER COATING, INC	08/31/2022	\$1,869.00
00681125	OTV002237	STEPHEN R. PRESS	08/31/2022	\$1,000.00
00681126	V00045	PRIMARY &MULTI-SPECIALTY CLINICS OF ANAHEIM	08/31/2022	\$314.00
00681127	V00171	PVP COMMUNICATIONS	08/31/2022	\$890.00
00681128	V01316	QUINN COMPANY	08/31/2022	\$462.29
00681129	OTV002239	HOANG QUOC	08/31/2022	\$1,000.00
00681130	V00744	R J NOBLE COMPANY	08/31/2022	\$1,698.04
00681131	V00778	ROSEBURROUGH TOOL, INC	08/31/2022	\$144.81
00681132	V00652	RUSSELL SIGLER, INC	08/31/2022	\$92.75
00681133	V00850	SAFARILAND, LLC	08/31/2022	\$773.73
00681134	V00780	SAFETY 1st PEST CONTROL, INC	08/31/2022	\$150.00
00681135	V00782	SANTA ANA RIVER FLOOD PROTECTION AGY	08/31/2022	\$1,300.00
00681136	V02926	LLC SCA OF CA	08/31/2022	\$56,320.19
00681137	V00784	SHOETERIA	08/31/2022	\$802.65
00681138	V00354	SIMPLE SOLUTIONS	08/31/2022	\$500.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Aug 25, 2022 and Aug 31, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 19, 2022 9:01:23 AM

Page 5

Check	Vendor #	Vendor Name	Issue Date	Check Amount	
00681139	V00789	SO CALIF EDISON CO	08/31/2022	\$1,346.29	
00681140	V00792	SO CALIF GAS CO	08/31/2022	\$100.00	
00681141	V00211	SOUTH COAST FENCING CENTER	08/31/2022	\$72.45	
00681142	V00367	SOUTHERN COMPUTER WAREHOUSE	08/31/2022	\$8.00	
00681143	V00474	SOUTHERN COUNTIES LUBRICANTS, LLC	08/31/2022	\$2,755.51	
00681144	V00213	STATE INDUSTRIAL PRODUCTS	08/31/2022	\$3,717.78	
00681145	V01616	STERICYCLE, INC	08/31/2022	\$869.59	
00681146	V00799	SUN BADGE COMPANY	08/31/2022	\$598.89	
00681147	V00802	TEX-WIL, INC	08/31/2022	\$187.54	
00681148	V02881	THOMCO CONSTRUCTION, INC.	08/31/2022	\$77,830.54	
00681149	V02799	TUNNELWORKS SERVICES INC.	08/31/2022	\$1,326.20	
00681150	V00809	TURBO DATA SYSTEMS, INC	08/31/2022	\$14,959.14	
00681151	V00811	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	08/31/2022	\$700.47	
00681152	V00812	UNIFIRST CORP	08/31/2022	\$3,072.81	
00681153	V00815	UNITED RENTALS NORTHWEST, INC	08/31/2022	\$253.71	
00681154	V00152	UNITED WATER WORKS, INC	08/31/2022	\$58.59	
00681155	V00527	WALTERS WHOLESALE ELECTRIC	08/31/2022	\$624.97	
00681156	V00823	WATERLINE TECHNOLOGIES, INC	08/31/2022	\$1,726.60	
00681157	V00824	WAXIE SANITARY SUPPLY	08/31/2022	\$2,817.44	
00681158	V01728	WESTCOAST MUFFLER	08/31/2022	\$120.00	
00681159	V00575	WINNERS CIRCLE TROPHY COMPANY	08/31/2022	\$103.31	
00681160	V00582	WOODRUFF, SPRADLIN & SMART, A PROFESSIONAL CORP	08/31/2022	\$33,300.00	
			EFT:	22	\$149,905.75
			Check:	134	\$8,631,394.70
			Total:	156	\$8,781,300.45



City of Garden Grove
Certificate of Warrants
Register Dates:
09/01/2022

This is to certify the demands covered EFT numbers 00026867 through 00027876, and check numbers 00681161 through 00681377 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

A handwritten signature in blue ink, appearing to read 'Patricia Song', written over a horizontal line.

Finance Director
Patricia Song

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 1

AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026867	H4591	THE PALM GARDEN APTS LP	09/01/2022	\$2,694.00
00026868	H00252	12111 BAILEY STREET LLC	09/01/2022	\$1,271.00
00026869	H0951	12392 TO 12432 GROVEVIEW	09/01/2022	\$764.00
00026870	H00286	12909 CORDARY LLC	09/01/2022	\$5,245.00
00026871	H3409	12911 GALWAY ST, LLC	09/01/2022	\$4,583.00
00026872	H3297	13251 NEWLAND, LLC	09/01/2022	\$13,298.00
00026873	H4567	15915 LA FORGE ST WHITTIER, LLC	09/01/2022	\$775.00
00026874	H3906	19822 BROOKHURST, LLC	09/01/2022	\$2,682.00
00026875	H2617	2300 W EL SEGUNDO, LP DBA LOTUS GARDENS	09/01/2022	\$9,472.00
00026876	H4149	2555 WEST WINSTON ROAD, LP PEBBLE COVE APARTMENTS	09/01/2022	\$3,468.00
00026877	H4791	606 SOUTH 6TH ST ASSOCIATES, LP	09/01/2022	\$8,118.00
00026878	H2483	7632 21ST ST, LP	09/01/2022	\$6,928.00
00026879	H2971	8080 BEVER PLACE-NEGBA, LLC	09/01/2022	\$1,417.00
00026880	H4654	8572 STANFORD, LLC	09/01/2022	\$2,573.00
00026881	H1044	ABCO CROWN VILLA,LTD	09/01/2022	\$905.00
00026882	H3560	ACACIA VILLAGE	09/01/2022	\$27,709.00
00026883	H9002	ACACIAN APTS	09/01/2022	\$44,175.00
00026884	H00121	ADRIAN REALTY LLC	09/01/2022	\$2,885.00
00026885	H4389	ADRIATIC APTS	09/01/2022	\$1,055.00
00026886	H3401	AEGEAN APARTMENTS	09/01/2022	\$7,442.00
00026887	H4741	PARVIZ ALAI	09/01/2022	\$4,045.00
00026888	H00033	ALEXANY NGUYEN PROPERTIES, LLC	09/01/2022	\$1,442.00
00026889	H3512	ALFRED P VU & JULIE NGA HO, LLC	09/01/2022	\$1,901.00
00026890	H1684	REHANA ALIBULLA	09/01/2022	\$2,088.00
00026891	H4121	ALLARD APARTMENT, LLC	09/01/2022	\$7,102.00
00026892	H3645	LYNN KATHLEEN ALLEN	09/01/2022	\$119.00
00026893	H2454	ALTEZA,INC	09/01/2022	\$1,947.00
00026894	H4668	AMCAL OCEANA FUND, LP OCEANA APARTMENTS	09/01/2022	\$1,301.00
00026895	H2489	AMERICAN FAMILY HOUSING	09/01/2022	\$10,345.00
00026896	H00093	SALMAN M AMIR	09/01/2022	\$2,664.00
00026897	H2938	ANAHEIM SUNSET PLAZA APTS	09/01/2022	\$7,184.00
00026898	H00336	ANIME INVESTMENTS LLC	09/01/2022	\$1,351.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 2

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026899	H4371	CHUNG NAN AOU	09/01/2022	\$1,127.00
00026900	H00181	AP TRUST DATED 01/20/21	09/01/2022	\$1,881.00
00026901	H4254	ARBOR VILLAS, LLC	09/01/2022	\$2,931.00
00026902	H00048	JESSIE WONG ARIAS	09/01/2022	\$1,816.00
00026903	H4027	TIMOTEO ARJON	09/01/2022	\$1,504.00
00026904	H3930	EIDA A ATTIA	09/01/2022	\$1,794.00
00026905	H4272	PAUL AUDUONG	09/01/2022	\$1,521.00
00026906	H4532	AUGUSTA GROUP INVESTMENTS INC	09/01/2022	\$1,248.00
00026907	H00180	AVANATH FESTIVAL LP	09/01/2022	\$2,168.00
00026908	H00084	AVANATH GROVE LP	09/01/2022	\$45,015.00
00026909	H2062	AYNEM INVESTMENTS, LP	09/01/2022	\$15,707.00
00026910	H00210	B2B INVESTMENTS LLC	09/01/2022	\$1,718.00
00026911	H4505	BACH & JASON NGUYEN INVESTMENT LLC	09/01/2022	\$1,771.00
00026912	H4295	BAKER RANCH AFFORDABLE, LP	09/01/2022	\$1,745.00
00026913	H4403	HA BANH	09/01/2022	\$1,257.00
00026914	H2370	BARRY SAYWITZ PROP TWO, LP	09/01/2022	\$5,835.00
00026915	H4777	BDA INVESTMENTS, LLC	09/01/2022	\$1,328.00
00026916	H00092	BEACH BOULEVARD COTTAGES LLC	09/01/2022	\$370.00
00026917	H4797	BEACH CREEK PARTNERS II, LP	09/01/2022	\$1,446.00
00026918	H4735	BEACHWOOD VILLAGE APARTMENTS	09/01/2022	\$1,324.00
00026919	H4368	BEHRENS PROPERTIES, LLC	09/01/2022	\$993.00
00026920	H3168	BELAGE PRESERVATION, LP	09/01/2022	\$1,264.00
00026921	H00115	BELLECOUR APARTMENTS	09/01/2022	\$940.00
00026922	H4463	BERTINA PANG LOH CHANG	09/01/2022	\$166.00
00026923	H3365	JAIME OR MAGALI BERTRAN	09/01/2022	\$1,493.00
00026924	H3115	ANIL BHALANI	09/01/2022	\$1,309.00
00026925	H0645	N C BHATT	09/01/2022	\$4,629.00
00026926	H00310	BHN MANAGEMENT INC	09/01/2022	\$3,821.00
00026927	H00167	DAVID BORTHWICK	09/01/2022	\$1,658.00
00026928	H4331	BOWEN PROPERTY, LLC	09/01/2022	\$1,534.00
00026929	H0231	MAI BOZARJIAN	09/01/2022	\$22,360.00
00026930	H4085	MAI BOZARJIAN	09/01/2022	\$5,301.00
00026931	H4399	BRIAR CREST / ROSE CREST	09/01/2022	\$3,251.00
00026932	H4784	BRIDGE WF CRYSTAL VIEW AGP, LLC	09/01/2022	\$4,679.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 3

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026933	H0968	SHARON OR NORMAN BROWN	09/01/2022	\$4,501.00
00026934	H4088	BACH BUI	09/01/2022	\$1,243.00
00026935	H4656	DANIEL D BUI	09/01/2022	\$1,982.00
00026936	H3590	DUNG BUI	09/01/2022	\$763.00
00026937	H4699	KIMLOAN THI BUI	09/01/2022	\$1,452.00
00026938	H4664	LONG BUI	09/01/2022	\$1,178.00
00026939	H0276	MINH Q BUI	09/01/2022	\$2,087.00
00026940	H3322	MONICA BUI	09/01/2022	\$1,757.00
00026941	H1510	NGA HUYNH BUI	09/01/2022	\$1,217.00
00026942	H4779	TAM BUI	09/01/2022	\$1,555.00
00026943	H4760	THINH BUI	09/01/2022	\$1,615.00
00026944	H4108	THUAN BUI	09/01/2022	\$4,270.00
00026945	H4075	TRJET THO-MINH BUI	09/01/2022	\$2,100.00
00026946	H3524	DAVID M BURLEY	09/01/2022	\$1,636.00
00026947	H2916	THU T CAI-NGUYEN	09/01/2022	\$570.00
00026948	H3272	CAMBRIDGE HEIGHTS, LP	09/01/2022	\$1,256.00
00026949	H2159	HUONG B CAO	09/01/2022	\$514.00
00026950	H4457	MYTRANG CAO	09/01/2022	\$1,451.00
00026951	H2856	PHUOC GIA CAO	09/01/2022	\$2,240.00
00026952	H00139	CASA CIENTO ASSOCIATES LP C/O ARNEL MANAGEMENT CO	09/01/2022	\$1,675.00
00026953	H4524	CASA MADRID	09/01/2022	\$2,585.00
00026954	H4073	CASCADE TERRACE APARTMENTS	09/01/2022	\$5,221.00
00026955	H4689	DAVID G CASCINO	09/01/2022	\$2,611.00
00026956	H3904	KOU LEAN CHAN	09/01/2022	\$1,064.00
00026957	H4135	CHIEN CHAN,MIN OR TRAN	09/01/2022	\$4,095.00
00026958	H1229	EVELYN CHANG	09/01/2022	\$3,101.00
00026959	H9008	SHERRI CHANG	09/01/2022	\$1,980.00
00026960	H1368	CHARLESTON GARDENS, LLC	09/01/2022	\$1,160.00
00026961	H1239	CHATHAM VILLAGE APTS	09/01/2022	\$6,621.00
00026962	H3494	ALICE CHAU	09/01/2022	\$2,480.00
00026963	H4714	KENNY CHAU	09/01/2022	\$1,518.00
00026964	H3757	DENNIS KYINSAN CHEN	09/01/2022	\$5,413.00
00026965	H1362	SHIAO-YUNG CHEN	09/01/2022	\$6,736.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 4

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026966	H9010	T C CHEN	09/01/2022	\$22,264.00
00026967	H3490	CHERRY WEST PROPERTIES	09/01/2022	\$1,251.00
00026968	H1788	STEPHEN CHEUNG	09/01/2022	\$1,573.00
00026969	H3094	PAUL M CHEY	09/01/2022	\$2,700.00
00026970	H4707	NARITH CHHUM	09/01/2022	\$1,845.00
00026971	H0317	LI-YONG CHIANG	09/01/2022	\$1,326.00
00026972	H0159	DON J G CHONG	09/01/2022	\$5,409.00
00026973	H1946	JOHN CHUN	09/01/2022	\$1,291.00
00026974	H9011	KYU B CHUNG	09/01/2022	\$5,661.00
00026975	H4444	CITRUS GROVE, LP	09/01/2022	\$894.00
00026976	H00277	CITY OF COMPTON LOCAL HOUSING AUTHORITY	09/01/2022	\$1,221.12
00026977	H00129	CLEARWATER INVESTMENTS	09/01/2022	\$7,071.00
00026978	H3246	KATHLEEN P CLIFTON	09/01/2022	\$1,440.00
00026979	H4785	CM 2080 NEW, LLC	09/01/2022	\$1,283.00
00026980	H0776	PONCH CO	09/01/2022	\$1,165.00
00026981	H3137	KATHY D COLACION	09/01/2022	\$2,371.00
00026982	H4337	COMMUNITY GARDENS PARTNERS, LP	09/01/2022	\$5,481.00
00026983	H3359	NORMA S CONCEPCION	09/01/2022	\$1,420.00
00026984	H2193	CONCORD MGMT, LLC	09/01/2022	\$894.00
00026985	H3752	CONNOR PINES, LLC	09/01/2022	\$15,404.00
00026986	H0642	CONTINENTAL GARDENS APTS	09/01/2022	\$12,602.00
00026987	H1134	CONTINENTAL GARDENS APTS	09/01/2022	\$4,717.00
00026988	H00080	COUNTRY SQUIRE TUSTIN LLC	09/01/2022	\$1,225.00
00026989	H0039	COURTYARD VILLAS	09/01/2022	\$8,747.00
00026990	H00294	LUIS CRESCITELLI	09/01/2022	\$1,995.00
00026991	H4556	CST CAPITAL, LLC	09/01/2022	\$1,548.00
00026992	H4686	CTC INVESTMENT GROUP, INC	09/01/2022	\$1,491.00
00026993	H0017	KHANH CUNG	09/01/2022	\$2,598.00
00026994	H3376	CURTIS FAMILY TRUST	09/01/2022	\$1,259.00
00026995	H4659	D1 SENIOR IRVINE HOUSING PARTNERS, LP	09/01/2022	\$1,801.00
00026996	H2985	NGHIA HO OR PHAN VE TU DAC	09/01/2022	\$5,800.00
00026997	H4646	HUONG NGOC DAI	09/01/2022	\$1,223.00
00026998	H00082	DAISY APARTMENT HOMES LLC	09/01/2022	\$1,518.00
00026999	H2100	BINH DINH DAM	09/01/2022	\$1,497.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 5

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027000	H3947	ANNIE DANG	09/01/2022	\$1,334.00
00027001	H3369	CHINH VAN DANG	09/01/2022	\$1,534.00
00027002	H00327	DIEM LAY DANG	09/01/2022	\$1,640.00
00027003	H00300	LONG BILLY DANG	09/01/2022	\$2,633.00
00027004	H4561	MIKE M DANG	09/01/2022	\$2,330.00
00027005	H3065	DAVID DANG	09/01/2022	\$1,578.00
00027006	H4598	THANH-THUY THI DANG	09/01/2022	\$1,151.00
00027007	H1895	JOSEPH N DAO	09/01/2022	\$1,409.00
00027008	H00157	MAI DAO	09/01/2022	\$1,970.00
00027009	H00050	MICHELLE DAO	09/01/2022	\$1,775.00
00027010	H1245	NELSON NGUYEN DAO	09/01/2022	\$4,572.00
00027011	H1750	TRU DAO	09/01/2022	\$5,656.00
00027012	H2184	TU VAN DAO	09/01/2022	\$713.00
00027013	H9413	TU VAN DAO	09/01/2022	\$2,543.00
00027014	H3021	NGOC-THUY DAO	09/01/2022	\$1,574.00
00027015	H1802	LUONG-NGUYEN DAO-PHAM, LOC THI OR PHAM	09/01/2022	\$2,652.00
00027016	H4239	RICHARD DAVIS	09/01/2022	\$3,165.00
00027017	H4607	DE ANZA PLAZA APTS II	09/01/2022	\$1,760.00
00027018	H4071	DEERING II FAMILY, LP	09/01/2022	\$1,157.00
00027019	H3626	CLARA J DEWYER	09/01/2022	\$893.00
00027020	H4583	HOI TUAN DIEP	09/01/2022	\$1,313.00
00027021	H00067	BIEN T DINH	09/01/2022	\$2,286.00
00027022	H4595	HAI DINH	09/01/2022	\$1,256.00
00027023	H2147	HANH DINH	09/01/2022	\$2,144.00
00027024	H4223	KATHLEEN DINH	09/01/2022	\$1,750.00
00027025	H1479	KIM DINH	09/01/2022	\$3,809.00
00027026	H4373	LAN THAI DINH	09/01/2022	\$3,635.00
00027027	H3629	LONG T DINH	09/01/2022	\$3,577.00
00027028	H4372	NHU Y DINH	09/01/2022	\$1,249.00
00027029	H4406	THU V DINH	09/01/2022	\$496.00
00027030	H4594	TUAN DINH	09/01/2022	\$2,370.00
00027031	H4619	Y NHA DINH	09/01/2022	\$3,579.00
00027032	H3284	DNK PROPERTY, LLC	09/01/2022	\$16,466.00
00027033	H4498	BRANDON BINH DO	09/01/2022	\$3,109.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 6

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027034	H4717	BYRON DO	09/01/2022	\$2,391.00
00027035	H4718	DAITRANG DO	09/01/2022	\$2,687.00
00027036	H4418	DOMINIC HAU DO	09/01/2022	\$993.00
00027037	H00131	KEVIN HUNG DO	09/01/2022	\$1,537.00
00027038	H1867	MINH C DO	09/01/2022	\$4,603.00
00027039	H4450	MY-PHUONG DO	09/01/2022	\$1,414.00
00027040	H1674	NANCY DO	09/01/2022	\$1,380.00
00027041	H4802	NGA N DO	09/01/2022	\$2,308.00
00027042	H00186	NOAN THI DO	09/01/2022	\$1,829.00
00027043	H3593	THUY THI DO	09/01/2022	\$355.00
00027044	H3181	TIM DO	09/01/2022	\$1,135.00
00027045	H3671	TINA DO	09/01/2022	\$1,429.00
00027046	H9016	TINA DO	09/01/2022	\$3,769.00
00027047	H3732	XUYEN THI DO	09/01/2022	\$1,242.00
00027048	H00137	CRYSTAL DOAN	09/01/2022	\$1,276.00
00027049	H00326	HANH DAO DOAN	09/01/2022	\$1,663.00
00027050	H0580	HARRY DOAN	09/01/2022	\$16.00
00027051	H4639	HIEP THI DOAN	09/01/2022	\$2,833.00
00027052	H4808	HUEY G DOAN	09/01/2022	\$3,976.00
00027053	H3999	HUY DOAN	09/01/2022	\$1,388.00
00027054	H4289	HUY DOAN	09/01/2022	\$1,658.00
00027055	H4420	KYLAM DOAN	09/01/2022	\$1,803.00
00027056	H3980	NHA & JOANNE TRANG VU DOAN	09/01/2022	\$1,423.00
00027057	H3855	PHUONGNGA THI DOAN	09/01/2022	\$2,192.00
00027058	H2424	JERRY DOIDGE	09/01/2022	\$1,376.00
00027059	H3382	DOLCE VITA INVESTMENTS, LLC	09/01/2022	\$6,007.00
00027060	H1744	MINH TRANG DONG	09/01/2022	\$996.00
00027061	H2945	DORADO SENIOR APARTMENTS, LP	09/01/2022	\$2,576.00
00027062	H4413	WILLIAM A DOWD III	09/01/2022	\$1,152.00
00027063	H3228	DSN INVESTMENT GROUP, LLC	09/01/2022	\$7,176.00
00027064	H3510	DTP INVESTMENTS, LLC	09/01/2022	\$3,012.00
00027065	H4464	CHRISTINE H DU	09/01/2022	\$1,243.00
00027066	H00061	DULILEON NINE LLC	09/01/2022	\$1,125.00
00027067	H1385	DAVID C DUNN	09/01/2022	\$2,492.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 7

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027068	H9021	DAVID F DUNNETT	09/01/2022	\$1,243.00
00027069	H3866	HONG MANH DUONG	09/01/2022	\$1,490.00
00027070	H00287	KAREN DUONG	09/01/2022	\$1,434.00
00027071	H1885	MINH B DUONG	09/01/2022	\$5,415.00
00027072	H3688	THAI VAN DUONG	09/01/2022	\$1,480.00
00027073	H00081	TIFFANY DUONG	09/01/2022	\$998.00
00027074	H3087	CHI THI DUONG	09/01/2022	\$2,322.00
00027075	H2869	HUNG Q DUONG	09/01/2022	\$1,240.00
00027076	H2781	GLADYS DYO	09/01/2022	\$591.00
00027077	H00091	E-Z HOUSING GROUP LLC	09/01/2022	\$1,614.00
00027078	H2422	EASTWIND PROPERTIES, LLC	09/01/2022	\$2,904.00
00027079	H4770	EBL, LLC	09/01/2022	\$5,133.00
00027080	H2036	DANIEL T EDLUND	09/01/2022	\$1,289.00
00027081	H00220	KIM Y EHLE	09/01/2022	\$1,220.00
00027082	H00233	EL NILE INVESTMENTS LLC	09/01/2022	\$1,209.00
00027083	H4250	EL PUEBLO APTS	09/01/2022	\$2,895.00
00027084	H4294	EL RAY PARTNERS, LLC	09/01/2022	\$8,150.00
00027085	H4438	ELIAS CAPITAL GROUP, LLC	09/01/2022	\$2,834.00
00027086	H00250	EMERALD RIDGE APARTMENTS	09/01/2022	\$1,611.00
00027087	H4234	TERRY C ENGEL	09/01/2022	\$1,575.00
00027088	H00282	ERP OPERATING LIMITED PARTNERSHIP	09/01/2022	\$8,667.00
00027089	H3299	EVERGREEN ESTATE EXPANSION, LLC	09/01/2022	\$8,286.00
00027090	H00030	FAIRECREST REAL ESTATE, LLC	09/01/2022	\$2,564.00
00027091	H1553	FAIRVIEW MGMT COMPANY	09/01/2022	\$2,603.00
00027092	H00299	FAMILY CUNG TUAN KHANH ACACIA LLC	09/01/2022	\$3,507.00
00027093	H5769	BOONE FAN	09/01/2022	\$3,374.00
00027094	H3034	FBC APARTMENTS	09/01/2022	\$780.00
00027095	H4757	FG GOLDENWEST SENIOR APTS, LP	09/01/2022	\$18,716.00
00027096	H1702	FLOYD H FIELDS	09/01/2022	\$1,255.00
00027097	H1689	WENDY FINCH	09/01/2022	\$983.00
00027098	H00049	FIVE POINTS HOUSING LP	09/01/2022	\$3,475.00
00027099	H3329	FOREVERGREEN EXPANSION, LLC	09/01/2022	\$1,449.00
00027100	H00200	FOUNTAIN VALLEY HOUSING PARTNERS LP	09/01/2022	\$1,502.00
00027101	H00051	FOUR SEASON 339 LLC	09/01/2022	\$1,203.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 8

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027102	H7410	FRANCISCAN GARDENS APTS	09/01/2022	\$27,689.00
00027103	H2569	WILLIAM FRECHTMAN	09/01/2022	\$1,537.00
00027104	H4610	FREEDOMPATH PROPERTIES, LLC	09/01/2022	\$2,650.00
00027105	H3691	FU CRAIG FA, LLC	09/01/2022	\$7,480.00
00027106	H2215	KARL GANZ	09/01/2022	\$1,078.00
00027107	H3384	ALBINO GARCIA	09/01/2022	\$3,649.00
00027108	H3194	GARDEN BAY APARTMENTS, LLC	09/01/2022	\$1,405.00
00027109	V00694	GARDEN GROVE HOUSING AUTHORITY-ESCROW ACCT	09/01/2022	\$6,450.00
00027110	H4275	GARDEN GROVE HOUSING ASSOCIATE	09/01/2022	\$4,433.00
00027111	H00095	CHRIS ANN GARZA	09/01/2022	\$511.00
00027112	H2029	GEORGIAN APTS	09/01/2022	\$3,166.00
00027113	H4137	AARON GERMAIN	09/01/2022	\$1,368.00
00027114	H00112	GG8662 LLC C/O DEKKO PROPERTIES LLC	09/01/2022	\$2,516.00
00027115	H3857	GIA VU, INC	09/01/2022	\$930.00
00027116	H4037	BRIGITTE GIACALONE	09/01/2022	\$932.00
00027117	H4742	GIERS WELLS PARTNERSHIP	09/01/2022	\$1,755.00
00027118	H3894	GIGI APARTMENTS	09/01/2022	\$2,076.00
00027119	H4046	GLENHAVEN MOBILODGE	09/01/2022	\$1,074.00
00027120	H00123	GLS GROUP LLC	09/01/2022	\$1,126.00
00027121	H00321	GOLDEN COAST PACIFIC PROPERTIES LLC	09/01/2022	\$1,569.00
00027122	H4346	HENRY S GOMEZ	09/01/2022	\$1,692.00
00027123	H2737	WILLIAM GREEN	09/01/2022	\$1,277.00
00027124	H00172	GREENBROOK APARTMENTS LP	09/01/2022	\$1,310.00
00027125	H3833	GREENFIELDSDIE, LLC	09/01/2022	\$3,106.00
00027126	H3639	GROVE PARK LP	09/01/2022	\$77,908.00
00027127	H9028	JIM GULMESOFF	09/01/2022	\$6,722.00
00027128	H3949	GINA GUYUMJYAN	09/01/2022	\$3,735.00
00027129	H4172	HA OF DEKALB COUNTY	09/01/2022	\$672.45
00027130	H4692	CASIE HA	09/01/2022	\$2,750.00
00027131	H4092	DAC T HA	09/01/2022	\$1,653.00
00027132	H1824	KHIEM Q HA	09/01/2022	\$2,459.00
00027133	H1629	MANH MINH HA	09/01/2022	\$1,165.00
00027134	H4562	TRAN D HA	09/01/2022	\$2,659.00
00027135	H3735	TRJET M HA	09/01/2022	\$1,400.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 9

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027136	H00096	HSIAO HUNG HAH	09/01/2022	\$1,199.00
00027137	H0550	HALL & ASSOCIATES, INC	09/01/2022	\$5,769.00
00027138	H1969	LINDA HAN	09/01/2022	\$1,906.00
00027139	H00314	CAROLYN F HANSEN	09/01/2022	\$1,304.00
00027140	H5208	CLIFTON & BRENDA HANSON	09/01/2022	\$2,795.00
00027141	H3838	STEVEN HAU	09/01/2022	\$766.00
00027142	H2955	HERITAGE PARK	09/01/2022	\$3,211.00
00027143	H4708	HIGHLAND FINANCE INVESTMENTS CORP	09/01/2022	\$1,432.00
00027144	H0250	SHERRY OR RICHARD HILLIARD	09/01/2022	\$1,572.00
00027145	H00173	HKT INVESTMENT	09/01/2022	\$3,812.00
00027146	H3921	HMZ RESIDENTIAL PARK, LP	09/01/2022	\$2,511.00
00027147	H00289	DAO HO	09/01/2022	\$1,396.00
00027148	H3255	HENRY HOI HO	09/01/2022	\$1,964.00
00027149	H1010	HO, HIEP or DAO, NGOC THUY	09/01/2022	\$10,198.00
00027150	H3653	LIEN KIM HO	09/01/2022	\$1,708.00
00027151	H3781	PAULINE HO	09/01/2022	\$2,670.00
00027152	H4827	PETER HO	09/01/2022	\$1,484.00
00027153	H00183	THUY HO	09/01/2022	\$1,320.00
00027154	H4268	TIM HO	09/01/2022	\$924.00
00027155	H00071	HOLLY HOANG	09/01/2022	\$1,362.00
00027156	H00301	KHANH HOANG	09/01/2022	\$1,508.00
00027157	H1864	LIEN HOANG	09/01/2022	\$1,394.00
00027158	H3984	LONG HOANG	09/01/2022	\$1,735.00
00027159	H4783	THINH HOANG	09/01/2022	\$1,803.00
00027160	H4224	TRACY HOANG	09/01/2022	\$1,121.00
00027161	H2354	TRIEU HOANG	09/01/2022	\$1,447.00
00027162	H4542	TUAN HOANG	09/01/2022	\$2,115.00
00027163	H00278	VUONG HOANG	09/01/2022	\$1,682.00
00027164	H2662	LANG HOANG	09/01/2022	\$1,714.00
00027165	H2974	NHAN TIEN HOANG	09/01/2022	\$1,982.00
00027166	H3883	ROSEMARY LC HOLTZMAN	09/01/2022	\$906.00
00027167	H1120	SALLY HOPPE	09/01/2022	\$970.00
00027168	H2532	LUC HUA	09/01/2022	\$1,534.00
00027169	H3595	HUNTINGTON WESTMINSTER APT, LLC	09/01/2022	\$1,500.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 10

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027170	H1659	DON HUSS	09/01/2022	\$2,624.00
00027171	H00133	BAO TRINH HUYNH	09/01/2022	\$229.00
00027172	H0658	CHEN THI HUYNH	09/01/2022	\$2,665.00
00027173	H3641	FELIX HUYNH	09/01/2022	\$715.00
00027174	H4763	JOANNE HUYNH	09/01/2022	\$1,213.00
00027175	H3509	KELVIN HUYNH	09/01/2022	\$1,238.00
00027176	H4405	LOAN HUYNH	09/01/2022	\$638.00
00027177	H4237	MINH HUY HUYNH	09/01/2022	\$2,074.00
00027178	H4271	PHILIP HUYNH	09/01/2022	\$654.00
00027179	H1574	SALLY B HUYNH	09/01/2022	\$1,508.00
00027180	H4246	KIM DONG T HUYNH, SCOTT THANH OR LE	09/01/2022	\$1,156.00
00027181	H4747	THAI C HUYNH	09/01/2022	\$2,507.00
00027182	H3117	LONG BAO HUYNH	09/01/2022	\$1,341.00
00027183	H1262	CM HWANG	09/01/2022	\$1,511.00
00027184	H3848	IMPERIAL NORTH HOLDINGS, LLC	09/01/2022	\$5,155.00
00027185	H3644	IMPERIAL NORTHWEST HOLDINGS	09/01/2022	\$4,933.00
00027186	H00309	INCOME PROPERTY ASSOCIATES LLC	09/01/2022	\$1,119.00
00027187	H00319	INFINITY RESIDENTIAL, INC	09/01/2022	\$1,223.00
00027188	H2984	INTERNATIONAL BUSINESS INVESTMENT GROUP, LLC	09/01/2022	\$2,691.00
00027189	H4350	J & E ESTATES, LLC	09/01/2022	\$2,108.00
00027190	H3402	JERRY JANESKI	09/01/2022	\$1,124.00
00027191	H4427	JD PROPERTY MANAGEMENT, INC	09/01/2022	\$4,858.00
00027192	H4716	NARIYA JEAN	09/01/2022	\$1,998.00
00027193	H00031	JEFFERSON HB, LLC	09/01/2022	\$1,325.00
00027194	H3040	JENSEN SOMMERVILLE CONZELMAN	09/01/2022	\$1,791.00
00027195	H3165	JG & B CORPORATION	09/01/2022	\$7,914.00
00027196	H3266	JGK GARDEN GROVE, LP	09/01/2022	\$36,953.00
00027197	H2936	JGKALLINS INVESTMENTS, LP	09/01/2022	\$1,412.00
00027198	H2530	NATHAN D JOHNSON	09/01/2022	\$2,085.00
00027199	H4557	JTM BAYOU, LLC	09/01/2022	\$1,763.00
00027200	H9029	LIN J JU	09/01/2022	\$2,784.00
00027201	H2595	FRED JU	09/01/2022	\$1,205.00
00027202	H4042	JUNG SUN NOH	09/01/2022	\$7,883.00
00027203	H4077	JUNG SUN NOH	09/01/2022	\$1,691.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 11

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027204	H4078	JUNG SUN NOH	09/01/2022	\$1,508.00
00027205	H4467	KAID MALINDA INVESTMENT INC	09/01/2022	\$2,342.00
00027206	H00258	KAID TAFT INVESTMENT INC	09/01/2022	\$2,050.00
00027207	H4482	JAIDEEP KAMAT	09/01/2022	\$1,732.00
00027208	H4758	JUN-WEI KAO	09/01/2022	\$2,070.00
00027209	H3320	KASHI TRUST	09/01/2022	\$9,103.00
00027210	H4767	KATELLA FAMILY HOUSING PARTNER	09/01/2022	\$1,571.00
00027211	H3771	KATELLA MOBILE HOME ESTATES	09/01/2022	\$882.00
00027212	H3721	KCM INVESTMENTS, LLC	09/01/2022	\$2,633.00
00027213	H4696	KD RENT	09/01/2022	\$3,924.00
00027214	H1018	LU-YONG KEH	09/01/2022	\$5,113.00
00027215	H4374	KEITH AND HOLLY CORPORATION	09/01/2022	\$608.00
00027216	H9030	ROBERT KELLEY	09/01/2022	\$4,956.00
00027217	H3113	KENSINGTON GARDENS	09/01/2022	\$962.00
00027218	H1535	DAN VAN KHA	09/01/2022	\$1,371.00
00027219	H1888	LINDA KHA	09/01/2022	\$1,876.00
00027220	H2423	CAM MY KHA	09/01/2022	\$1,820.00
00027221	H2624	SETH S KHEANG	09/01/2022	\$2,820.00
00027222	H00280	A THI KHUU	09/01/2022	\$2,605.00
00027223	H3727	HENRY THAI KHUU	09/01/2022	\$1,415.00
00027224	H0890	DAVID S KIM	09/01/2022	\$1,003.00
00027225	H4527	MELVIN LEE KIM	09/01/2022	\$1,201.00
00027226	H9033	SON H KIM	09/01/2022	\$5,020.00
00027227	H9031	HARRY H KIM	09/01/2022	\$1,508.00
00027228	H9001	KING COUNTY HOUSING AUTHORITY	09/01/2022	\$3,981.86
00027229	H1797	KING INVESTMENT GROUP, INC	09/01/2022	\$6,484.00
00027230	H3591	BERNARD KING	09/01/2022	\$241.00
00027231	H3567	KENT M KITSELMAN	09/01/2022	\$1,493.00
00027232	H2960	MARILYN KLUNK	09/01/2022	\$2,621.00
00027233	H2460	KNK PROPERTIES	09/01/2022	\$10,114.00
00027234	H4510	KPKK, LLC	09/01/2022	\$1,330.00
00027235	H0082	EDWARD KUO	09/01/2022	\$660.00
00027236	H1193	EDWARD KUO	09/01/2022	\$1,262.00
00027237	H4804	SATOKO KURATA	09/01/2022	\$1,110.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 12

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027238	H4609	JOAQUIN KURZ	09/01/2022	\$3,127.00
00027239	H4737	TUYET B LA	09/01/2022	\$1,959.00
00027240	H4712	LADERA WNG II, LLC	09/01/2022	\$2,505.00
00027241	H3611	LAGUNA HILLS TRAVELODGE, LLC	09/01/2022	\$34,315.00
00027242	H3793	LAGUNA STREET APARTMENTS, LLC	09/01/2022	\$2,338.00
00027243	H2636	LAKESIDE ASSOCIATION	09/01/2022	\$3,901.00
00027244	H4253	JULIE LALLY	09/01/2022	\$1,641.00
00027245	H3552	ANDRE LAM	09/01/2022	\$927.00
00027246	H00028	ANH LAN LAM	09/01/2022	\$2,001.00
00027247	H3711	CAM THI T LAM	09/01/2022	\$1,143.00
00027248	H1224	CHAU LAM	09/01/2022	\$5,422.00
00027249	H00045	CHRISTINE M LAM	09/01/2022	\$954.00
00027250	H00213	DAVID LAM	09/01/2022	\$1,935.00
00027251	H2396	HAI LAM	09/01/2022	\$5,617.00
00027252	H4631	HUNG LAM	09/01/2022	\$2,159.00
00027253	H4563	QUOC D LAM	09/01/2022	\$1,936.00
00027254	H00088	QUYHN GIAO LAM	09/01/2022	\$572.00
00027255	H00042	STEVEN LAM	09/01/2022	\$838.00
00027256	H2873	MAI LAM	09/01/2022	\$1,231.00
00027257	H4454	LAMPLIGHTER VILLAGE APTS	09/01/2022	\$12,461.00
00027258	H4745	LAMPSON EP, LLC	09/01/2022	\$1,532.00
00027259	H4504	LAMY OANH, LLC	09/01/2022	\$6,146.00
00027260	H4663	LAS PALMAS APTS	09/01/2022	\$1,721.00
00027261	H4402	STEPHEN LAU	09/01/2022	\$3,624.00
00027262	H00151	CATHERINE LAZARAN	09/01/2022	\$1,598.00
00027263	H3945	JOHN LAZENBY	09/01/2022	\$2,449.00
00027264	H4471	LE MORNINGSIDE, LLC	09/01/2022	\$3,644.00
00027265	H4754	ANH LE	09/01/2022	\$2,935.00
00027266	H00153	BENJAMIN BAO LE	09/01/2022	\$1,600.00
00027267	H4421	BILL BQ LE	09/01/2022	\$1,409.00
00027268	H00104	CELINE LE	09/01/2022	\$1,920.00
00027269	H4634	DANIEL LE	09/01/2022	\$1,374.00
00027270	H4133	HIEP THI LE	09/01/2022	\$2,568.00
00027271	H00179	HUONG THI LE	09/01/2022	\$1,480.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 13

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027272	H1258	JIMMY T LE	09/01/2022	\$2,095.00
00027273	H4555	JOHN LE	09/01/2022	\$2,208.00
00027274	H4142	JOHN TOAN LE	09/01/2022	\$3,405.00
00027275	H4462	LAN V LE	09/01/2022	\$674.00
00027276	H4319	LANH C LE	09/01/2022	\$1,710.00
00027277	H3796	LY PHUONG LE	09/01/2022	\$1,990.00
00027278	H00148	MAN MINH LE	09/01/2022	\$1,928.00
00027279	H3623	MICHAEL LE	09/01/2022	\$2,151.00
00027280	H0918	NANCY NGAT THI LE	09/01/2022	\$3,202.00
00027281	H3416	NGA LE	09/01/2022	\$1,694.00
00027282	H4428	RICHARD TUANANH LE	09/01/2022	\$1,320.00
00027283	H0948	STEPHANIE THU LE	09/01/2022	\$7,027.00
00027284	H00209	TAI LE	09/01/2022	\$2,327.00
00027285	H00099	TAN LE	09/01/2022	\$1,432.00
00027286	H00214	THAM T LE	09/01/2022	\$1,673.00
00027287	H3661	THANH TIEN LE	09/01/2022	\$4,933.00
00027288	H00069	THOMAS T LE	09/01/2022	\$1,352.00
00027289	H00134	TIFFANY D LE	09/01/2022	\$1,458.00
00027290	H00202	TRINA TRINH LE	09/01/2022	\$1,518.00
00027291	H00135	TUYEN NIKKI LE	09/01/2022	\$1,390.00
00027292	H0167	BAO GIA LE	09/01/2022	\$4,767.00
00027293	H2548	XAN NGOC LE	09/01/2022	\$885.00
00027294	H3946	DAVID OR TRINH LEE	09/01/2022	\$957.00
00027295	H4547	LEMON GROVE, LP	09/01/2022	\$1,655.00
00027296	H1602	ROGER LEUNG	09/01/2022	\$1,294.00
00027297	H4002	SOL M LI	09/01/2022	\$1,905.00
00027298	H1533	DAVID LIN	09/01/2022	\$2,696.00
00027299	H4344	LINCOLN VILLAS APT HOMES, LLC	09/01/2022	\$8,621.00
00027300	H4592	LINCOLN WOODS APARTMENTS	09/01/2022	\$2,360.00
00027301	H1960	KATHERINE LITTON	09/01/2022	\$1,384.00
00027302	H00242	CHEN-CHUNG LIU	09/01/2022	\$1,878.00
00027303	H2080	LLE, LLC	09/01/2022	\$781.00
00027304	H00090	LOGAN MT LLC	09/01/2022	\$1,539.00
00027305	H3888	TROY LONG, TU-ANH & DUONG	09/01/2022	\$983.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 14

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027306	H3311	CINDY W LOUIE	09/01/2022	\$2,403.00
00027307	H00143	KATHERINE LU	09/01/2022	\$1,193.00
00027308	H2120	QUYNH THUY LU	09/01/2022	\$3,078.00
00027309	H00177	CHRISTOPHER LAC LUONG	09/01/2022	\$991.00
00027310	H1424	KHANH LUONG	09/01/2022	\$1,502.00
00027311	H4603	LONG DUC LUONG	09/01/2022	\$1,060.00
00027312	H4157	TRA THI-PHUONG LUONG	09/01/2022	\$3,548.00
00027313	H4572	ALLEN LUU	09/01/2022	\$1,476.00
00027314	H4491	TUAN V LUU	09/01/2022	\$1,518.00
00027315	H3696	XUYEN LUU	09/01/2022	\$2,055.00
00027316	H4669	ANDY LY	09/01/2022	\$2,396.00
00027317	H3717	DUC T LY	09/01/2022	\$538.00
00027318	H1613	MING LY	09/01/2022	\$1,910.00
00027319	H00166	MINH N LY	09/01/2022	\$1,394.00
00027320	H3754	TAN Q LY	09/01/2022	\$1,377.00
00027321	H3390	TRANH LY	09/01/2022	\$4,714.00
00027322	H4154	TUYEN X LY	09/01/2022	\$2,840.00
00027323	H00219	M FORTUNE LLC	09/01/2022	\$1,568.00
00027324	H00311	MEI CI MA	09/01/2022	\$1,570.00
00027325	H1705	MAGIC LAMP MOBILE HOME PARK	09/01/2022	\$1,324.00
00027326	H00136	MAGNET SENIOR HOUSING PARTNERS LP C/O MONTAIRA	09/01/2022	\$1,742.00
00027327	H3201	ANN N MAI	09/01/2022	\$3,060.00
00027328	H00192	ANNIE MAI	09/01/2022	\$2,136.00
00027329	H3996	FRANK MAI	09/01/2022	\$1,819.00
00027330	H4308	JENNIE THUY MAI	09/01/2022	\$2,455.00
00027331	H1499	LINDA MAI	09/01/2022	\$1,714.00
00027332	H00191	TUNG THANH MAI	09/01/2022	\$1,194.00
00027333	H2451	CHUCK MAI	09/01/2022	\$2,361.00
00027334	H4298	JAIMIE MAI-NGO	09/01/2022	\$1,345.00
00027335	H00341	LATA MAJITHIA	09/01/2022	\$1,784.00
00027336	H4539	KONSTANTINOS P MANDAS	09/01/2022	\$3,258.00
00027337	H4796	HARALAMBOS & GEORGIA MANTAS	09/01/2022	\$1,324.00
00027338	H4818	LLOYD MANTONG	09/01/2022	\$256.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 15

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027339	H6865	MARIPOSA PROPERTIES	09/01/2022	\$1,558.00
00027340	H4816	MATTAR REAL ESTATE INVESTMENT	09/01/2022	\$765.00
00027341	H7370	LEOPOLD MAYER	09/01/2022	\$2,677.00
00027342	H2135	JOHN MC GOFF	09/01/2022	\$932.00
00027343	H00318	MCCOMBER CREEK LLC	09/01/2022	\$4,420.00
00027344	H2842	GRACE OR GERALD MCGRATH	09/01/2022	\$871.00
00027345	H8490	GRACE OR GERALD MCGRATH	09/01/2022	\$1,202.00
00027346	H00269	MCP KENSINGTON LP	09/01/2022	\$1,214.00
00027347	H4793	MEAGHER FAMILY BYPASS TRUST	09/01/2022	\$844.00
00027348	H1653	MANH MEAK	09/01/2022	\$1,397.00
00027349	H4435	JAGDISH P MEHTA	09/01/2022	\$1,330.00
00027350	H2110	MIDWAY INTEREST, LP	09/01/2022	\$8,594.00
00027351	H2638	MIKE & KATHY LEE, LP	09/01/2022	\$3,215.00
00027352	H4814	MITTAL LEGACY, LP	09/01/2022	\$4,168.00
00027353	H00205	JOHN MKHAIL	09/01/2022	\$1,560.00
00027354	H3256	MONARCH POINTE	09/01/2022	\$2,075.00
00027355	H3534	ANTHONY MONTEBELLO	09/01/2022	\$1,207.00
00027356	H2976	MONTECITO VISTA APT HOMES	09/01/2022	\$1,647.00
00027357	H4658	BACH MORALES	09/01/2022	\$2,223.00
00027358	H4715	MORNINGSIDE APTS, LLC	09/01/2022	\$9,258.00
00027359	H00154	MT VERNON APARTMENTS	09/01/2022	\$1,515.00
00027360	H00077	RANDALL MYCORN	09/01/2022	\$1,513.00
00027361	H00145	STEVEN B NACHAM	09/01/2022	\$1,186.00
00027362	H2622	PATRICK NAMSINH	09/01/2022	\$2,074.00
00027363	H3834	NEW HORIZONVIEW, LLC	09/01/2022	\$1,553.00
00027364	H3865	NEW KENYON APARTMENTS, LLC	09/01/2022	\$1,547.00
00027365	H4029	NEWPORT ESTATE EXPANSION, LLC	09/01/2022	\$1,365.00
00027366	H2745	DALE XUAN NGHIEM	09/01/2022	\$1,157.00
00027367	H3956	DANIEL NGHIEM	09/01/2022	\$22,366.00
00027368	H4751	DUNG T NGO	09/01/2022	\$1,614.00
00027369	H3630	HONG DIEP LE NGO	09/01/2022	\$930.00
00027370	H4184	KIM NGO	09/01/2022	\$1,041.00
00027371	H0314	LOC T NGO	09/01/2022	\$561.00
00027372	H00196	MIMI T NGO	09/01/2022	\$1,301.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 16

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027373	H4550	TAMMY NGO	09/01/2022	\$1,242.00
00027374	H0408	NGUYEN'S FAMILY INVESTMENTS, LP	09/01/2022	\$5,236.00
00027375	H4691	AN MANH NGUYEN	09/01/2022	\$826.00
00027376	H4719	ANA-KARINA A NGUYEN	09/01/2022	\$1,510.00
00027377	H4645	ANDREA NGUYEN	09/01/2022	\$1,144.00
00027378	H3734	ANDREW Q NGUYEN	09/01/2022	\$1,940.00
00027379	H4401	ANH NGUYEN	09/01/2022	\$1,054.00
00027380	H1938	ANH-DAO NGUYEN	09/01/2022	\$1,284.00
00027381	H3749	ANTHONY NGUYEN	09/01/2022	\$1,429.00
00027382	H00176	BICH LIEN T NGUYEN	09/01/2022	\$1,498.00
00027383	H1457	BINH NGOC NGUYEN	09/01/2022	\$2,669.00
00027384	H1430	BINH QUOC NGUYEN	09/01/2022	\$3,295.00
00027385	H3958	BRIAN BAO-KHA NGUYEN	09/01/2022	\$3,396.00
00027386	H4297	CALVIN H NGUYEN	09/01/2022	\$2,450.00
00027387	H00276	CAM NGUYEN	09/01/2022	\$1,220.00
00027388	H00111	CHARLES NGUYEN	09/01/2022	\$1,852.00
00027389	H3248	CHARLIE NGUYEN	09/01/2022	\$1,614.00
00027390	H4511	CHRISTINE NGUYEN	09/01/2022	\$1,520.00
00027391	H2274	CHRISTOPHER NGUYEN	09/01/2022	\$1,658.00
00027392	H3777	CHUONG NGUYEN	09/01/2022	\$939.00
00027393	H00304	CINDY L NGUYEN	09/01/2022	\$610.00
00027394	H9043	CUONG NGUYEN	09/01/2022	\$2,110.00
00027395	H4641	DAN NGUYEN	09/01/2022	\$1,284.00
00027396	H4569	DAT NGUYEN	09/01/2022	\$1,819.00
00027397	H4015	LOAN T NGUYEN, DAVID / HA	09/01/2022	\$1,530.00
00027398	H1881	DIEM-THUY NGUYEN	09/01/2022	\$1,841.00
00027399	H4558	DONG NGUYEN	09/01/2022	\$1,437.00
00027400	H4679	DUNG KIM NGUYEN	09/01/2022	\$1,859.00
00027401	H3872	DUONG NGUYEN	09/01/2022	\$1,807.00
00027402	H1143	DZUNG DAN NGUYEN	09/01/2022	\$2,926.00
00027403	H2551	ERIC NGUYEN	09/01/2022	\$1,754.00
00027404	H3910	FRANK M NGUYEN	09/01/2022	\$1,698.00
00027405	H4621	HANG NGUYEN	09/01/2022	\$2,004.00
00027406	H3953	HANH V NGUYEN	09/01/2022	\$1,662.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 17

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027407	H3370	HAO & HUONG T NGUYEN	09/01/2022	\$1,230.00
00027408	H00234	HENRY HAO VAN NGUYEN	09/01/2022	\$2,572.00
00027409	H1446	JOSEPH NGUYEN, HOA THI OR NGUYEN	09/01/2022	\$8,170.00
00027410	H4460	HUAN NGOC NGUYEN	09/01/2022	\$1,320.00
00027411	H4479	HUE THI NGUYEN	09/01/2022	\$1,339.00
00027412	H3276	HUNG NGUYEN	09/01/2022	\$1,200.00
00027413	H00272	HUNG T NGUYEN	09/01/2022	\$1,462.00
00027414	H3870	TIEN D NGUYEN, HUONG THY OR PHAM	09/01/2022	\$2,585.00
00027415	H00039	JANET NGUYEN	09/01/2022	\$3,277.00
00027416	H3242	JEANNIE NGUYEN	09/01/2022	\$2,959.00
00027417	H00245	JOHN NGUYEN	09/01/2022	\$1,683.00
00027418	H3241	JULIE NGUYEN	09/01/2022	\$1,436.00
00027419	H4697	KEVIN NGUYEN	09/01/2022	\$2,376.00
00027420	H4285	KHAI HUE NGUYEN	09/01/2022	\$2,495.00
00027421	H3497	KHANH DANG NGUYEN	09/01/2022	\$1,212.00
00027422	H3149	KIEN NGUYEN	09/01/2022	\$5,208.00
00027423	H4652	KIEN THI NGUYEN	09/01/2022	\$1,818.00
00027424	H3919	KIMCHI THI NGUYEN	09/01/2022	\$319.00
00027425	H4713	LAN HUONG NGUYEN	09/01/2022	\$1,596.00
00027426	H4195	LANIE NGUYEN	09/01/2022	\$3,907.00
00027427	H4700	LE B NGUYEN	09/01/2022	\$1,960.00
00027428	H00255	LIEN B NGUYEN	09/01/2022	\$1,181.00
00027429	H1687	LINDA NGUYEN	09/01/2022	\$3,705.00
00027430	H4079	LINDA LIEN NGUYEN	09/01/2022	\$1,446.00
00027431	H2331	LONG HUYEN DAC NGUYEN	09/01/2022	\$5,078.00
00027432	H4478	LUONG NGUYEN	09/01/2022	\$1,651.00
00027433	H00165	LUU PHUONG NGUYEN	09/01/2022	\$2,132.00
00027434	H1380	LYNDA NGUYEN	09/01/2022	\$1,475.00
00027435	H2391	MAN M NGUYEN	09/01/2022	\$1,247.00
00027436	H3526	MICHAEL THANG NGUYEN	09/01/2022	\$2,510.00
00027437	H00307	MICHELLE NGUYEN	09/01/2022	\$2,670.00
00027438	H4738	MINH NGUYEN	09/01/2022	\$1,548.00
00027439	H00040	MY DUNG THI NGUYEN	09/01/2022	\$2,031.00
00027440	H0907	MYLY NGUYEN	09/01/2022	\$1,541.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 18

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027441	H3170	MYRA D NGUYEN	09/01/2022	\$1,344.00
00027442	H1717	NANCY NGUYEN	09/01/2022	\$10,485.00
00027443	H3713	NANCY NGUYEN	09/01/2022	\$1,359.00
00027444	H00122	NATHAN V NGUYEN	09/01/2022	\$1,422.00
00027445	H1899	NGHI NGUYEN	09/01/2022	\$1,983.00
00027446	H4744	NGOC NGUYEN	09/01/2022	\$1,818.00
00027447	H4469	OSCAR THUAN NGUYEN	09/01/2022	\$2,325.00
00027448	H4423	PETER NGUYEN	09/01/2022	\$4,147.00
00027449	H00068	PHUC T NGUYEN	09/01/2022	\$1,387.00
00027450	H00298	PHUONG T NGUYEN	09/01/2022	\$2,127.00
00027451	H2197	PHUONG MY THI NGUYEN	09/01/2022	\$10,914.00
00027452	H00340	PHUONG N NGUYEN	09/01/2022	\$890.00
00027453	H4439	QUAN NGUYEN	09/01/2022	\$1,272.00
00027454	H3853	QUANG M NGUYEN	09/01/2022	\$1,070.00
00027455	H4680	SHAWN B NGUYEN	09/01/2022	\$2,080.00
00027456	H4559	SKY NGUYEN	09/01/2022	\$3,038.00
00027457	H3185	SON DINH NGUYEN	09/01/2022	\$1,596.00
00027458	H4118	STEVE NGUYEN	09/01/2022	\$1,633.00
00027459	H3425	STEVEN NGUYEN	09/01/2022	\$1,171.00
00027460	H4670	STEVEN NGUYEN	09/01/2022	\$1,970.00
00027461	H4340	STEVENS NGUYEN	09/01/2022	\$1,747.00
00027462	H00262	TAI ANH NGUYEN	09/01/2022	\$1,606.00
00027463	H3317	TAM N NGUYEN	09/01/2022	\$1,447.00
00027464	H3373	THAI DUC NGUYEN	09/01/2022	\$2,832.00
00027465	H4586	THANG XUAN NGUYEN	09/01/2022	\$1,046.00
00027466	H00059	THANH-HAI NGUYEN	09/01/2022	\$1,418.00
00027467	H3978	THANH-LE NGUYEN	09/01/2022	\$1,653.00
00027468	H3313	THANH-NHAN NGUYEN	09/01/2022	\$908.00
00027469	H00281	THIEN NGUYEN	09/01/2022	\$1,480.00
00027470	H00239	THIEU KIM NGUYEN	09/01/2022	\$1,751.00
00027471	H3755	THINH QUOC NGUYEN	09/01/2022	\$840.00
00027472	H4749	THOMAS NGUYEN	09/01/2022	\$2,434.00
00027473	H4734	THU-DUNG TRAN NGUYEN	09/01/2022	\$1,492.00
00027474	H1302	THUY NGUYEN	09/01/2022	\$893.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 19

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027475	H4772	THUY NGUYEN	09/01/2022	\$2,390.00
00027476	H3331	THUYHUONG THI NGUYEN	09/01/2022	\$1,209.00
00027477	H9045	TIEP NGUYEN	09/01/2022	\$1,421.00
00027478	H00046	TIM NGUYEN	09/01/2022	\$1,500.00
00027479	H2473	TIMMY NGUYEN	09/01/2022	\$2,990.00
00027480	H00126	TOM NGUYEN	09/01/2022	\$1,509.00
00027481	H4349	TRACY TRUC NGUYEN	09/01/2022	\$1,065.00
00027482	H4805	TRAM ANH NGUYEN	09/01/2022	\$1,543.00
00027483	H4636	TRANG NGUYEN	09/01/2022	\$2,045.00
00027484	H3469	TUAN HOANG NGUYEN	09/01/2022	\$1,807.00
00027485	H4243	TUAN NGOC NGUYEN	09/01/2022	\$1,763.00
00027486	H3737	TUNG QUOC NGUYEN	09/01/2022	\$2,610.00
00027487	H4643	TUYET MAI NGUYEN	09/01/2022	\$1,144.00
00027488	H1937	TUYET TRINH NGUYEN	09/01/2022	\$1,565.00
00027489	H4166	TUYET TRINH NGUYEN	09/01/2022	\$1,746.00
00027490	H4766	UYEN NGUYEN	09/01/2022	\$1,718.00
00027491	H3655	VAN HUY NGUYEN	09/01/2022	\$1,864.00
00027492	H3852	SOAN P NGUYEN, VANANH & DO	09/01/2022	\$758.00
00027493	H4570	VIVIAN NGUYEN	09/01/2022	\$622.00
00027494	H4755	NGUYEN, VY & THI	09/01/2022	\$1,580.00
00027495	H4630	YVONNE QUYEN NGUYEN	09/01/2022	\$1,735.00
00027496	H2501	CANG NGUYEN	09/01/2022	\$1,474.00
00027497	H2550	CUONG CHI NGUYEN	09/01/2022	\$6,074.00
00027498	H2337	DUNG VAN NGUYEN	09/01/2022	\$1,212.00
00027499	H3012	HAN NGUYEN	09/01/2022	\$1,003.00
00027500	H1766	HUNG C NGUYEN	09/01/2022	\$1,725.00
00027501	H3061	HUY NGUYEN	09/01/2022	\$2,623.00
00027502	H2956	JAMES NGUYEN	09/01/2022	\$1,291.00
00027503	H1552	LAN PHUONG THI NGUYEN	09/01/2022	\$2,299.00
00027504	H2409	LAN-NGOC NGUYEN	09/01/2022	\$1,423.00
00027505	H3086	LANI LAN T NGUYEN	09/01/2022	\$1,146.00
00027506	H2812	MINH NGOC NGUYEN	09/01/2022	\$1,625.00
00027507	H2511	PERRY NGUYEN	09/01/2022	\$1,191.00
00027508	H2610	THANH-TUYEN NGUYEN	09/01/2022	\$1,241.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 20

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027509	H2479	THINH THI NGUYEN	09/01/2022	\$7,131.00
00027510	H2561	TIFFANY NGUYEN	09/01/2022	\$2,775.00
00027511	H2912	XUAN YEN NGUYEN	09/01/2022	\$1,205.00
00027512	H3802	DIANA NGUYEN-THIEN-NH	09/01/2022	\$2,039.00
00027513	H00218	NH SEABREEZE LLC	09/01/2022	\$2,826.00
00027514	H00168	NNT PROPERTIES 4 LLC	09/01/2022	\$1,818.00
00027515	H00029	NOGAL FELIZ APARTMENTS	09/01/2022	\$1,970.00
00027516	H3952	NORMANDY APARTMENTS, LLC	09/01/2022	\$1,124.00
00027517	H00198	NOVAVILLE LLC	09/01/2022	\$5,628.00
00027518	H00197	NUTWOOD EAST APARTMENTS LLC	09/01/2022	\$1,361.00
00027519	H4597	JOHN OMDAHL	09/01/2022	\$1,850.00
00027520	H00158	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	09/01/2022	\$1,760.00
00027521	H00160	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	09/01/2022	\$800.00
00027522	H00161	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	09/01/2022	\$1,717.00
00027523	H00162	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	09/01/2022	\$3,952.00
00027524	H00163	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	09/01/2022	\$12,907.00
00027525	H00164	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	09/01/2022	\$7,936.00
00027526	H1622	ORANGE TREE APTS	09/01/2022	\$16,233.00
00027527	H4761	ORRWAY APTS HOMES, LLC	09/01/2022	\$461.00
00027528	H00345	STEVE ORTLOFF	09/01/2022	\$5,116.00
00027529	H2516	SUIKO OZAKI	09/01/2022	\$1,528.00
00027530	H4495	P & J PROPERTY MANAGEMENT	09/01/2022	\$2,852.00
00027531	H1776	BRADRAKUMAR L PAHU	09/01/2022	\$2,708.00
00027532	H1328	PALM ISLAND	09/01/2022	\$11,402.00
00027533	H4477	PARISIAN APARTMENTS, LP	09/01/2022	\$1,456.00
00027534	H00296	A CA LP PARK CITY APARTMENTS	09/01/2022	\$2,090.00
00027535	H4487	PARK LANDING APARTMENTS	09/01/2022	\$2,160.00
00027536	H0254	PARK STANTON PLACE LP	09/01/2022	\$9,911.00
00027537	H4307	JIN PARK	09/01/2022	\$1,750.00
00027538	H8794	PATEL DILIP M	09/01/2022	\$6,478.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 21

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027539	H3249	SMITA DIPAK PATEL	09/01/2022	\$1,088.00
00027540	H3111	PELICAN INVESTMENTS #6, LLC	09/01/2022	\$2,756.00
00027541	H4370	PELICAN INVESTMENTS #8, LLC	09/01/2022	\$1,555.00
00027542	H3544	PELICAN INVESTMENTS, LLC	09/01/2022	\$39.00
00027543	H00222	AGNES PHAM	09/01/2022	\$1,736.00
00027544	H4176	BINH Q PHAM	09/01/2022	\$1,640.00
00027545	H4210	CAROLINE PHAM	09/01/2022	\$2,674.00
00027546	H3408	CHIEN DINH PHAM	09/01/2022	\$1,405.00
00027547	H1651	DAVID DUNG PHAM	09/01/2022	\$1,137.00
00027548	H9709	DAVID LINH PHAM	09/01/2022	\$1,796.00
00027549	H4398	DUNG TIEN PHAM	09/01/2022	\$1,551.00
00027550	H3912	HIEU PHAM	09/01/2022	\$2,300.00
00027551	H1080	HOANG PHAM	09/01/2022	\$4,277.00
00027552	H1971	KHANH CONG PHAM	09/01/2022	\$1,762.00
00027553	H1117	LUCY PHAM, KIM ANH OR PHAM	09/01/2022	\$3,776.00
00027554	H0788	LAN VAN PHAM	09/01/2022	\$2,927.00
00027555	H4095	LIEN PHAM	09/01/2022	\$1,490.00
00027556	H00089	LILY H PHAM	09/01/2022	\$1,062.00
00027557	H2243	MINH VAN PHAM	09/01/2022	\$1,854.00
00027558	H4033	NGHIA PHAM	09/01/2022	\$1,640.00
00027559	H4724	NHAC T PHAM	09/01/2022	\$1,501.00
00027560	H4683	PAULINE TRAM PHAM	09/01/2022	\$1,739.00
00027561	H3773	PHUONG T PHAM	09/01/2022	\$1,372.00
00027562	H4501	QUYNH GIAO PHAM	09/01/2022	\$1,989.00
00027563	H3786	QUYNH-ANH HOANG PHAM	09/01/2022	\$1,960.00
00027564	H4213	SON THAI PHAM	09/01/2022	\$2,702.00
00027565	H00275	TAM T PHAM	09/01/2022	\$1,648.00
00027566	H2255	TIM PHAM	09/01/2022	\$3,083.00
00027567	H4651	TRANG PHAM	09/01/2022	\$4,171.00
00027568	H2065	TRI PHAM	09/01/2022	\$2,127.00
00027569	H4593	TRUONG TAI PHAM	09/01/2022	\$2,126.00
00027570	H4105	TUAN A PHAM	09/01/2022	\$1,626.00
00027571	H4537	TUAN A PHAM	09/01/2022	\$1,917.00
00027572	H3880	VAN LOAN THI PHAM	09/01/2022	\$1,032.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 22

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027573	H4503	VERONIQUE PHAM	09/01/2022	\$1,670.00
00027574	H3967	VU PHAM	09/01/2022	\$1,502.00
00027575	H2328	XUANNHA T PHAM	09/01/2022	\$1,240.00
00027576	H0595	HAI MINH PHAM	09/01/2022	\$11,369.00
00027577	H1932	HELEN PHAM	09/01/2022	\$963.00
00027578	H1851	LOAN ANH THI PHAM	09/01/2022	\$1,502.00
00027579	H0651	QUANG PHAM	09/01/2022	\$1,643.00
00027580	H4685	KATHY PHAN	09/01/2022	\$3,725.00
00027581	H4188	OANH PHAN	09/01/2022	\$2,847.00
00027582	H4781	STEVEN PHAN	09/01/2022	\$1,338.00
00027583	H4408	TAMMY PHAN	09/01/2022	\$1,538.00
00027584	H3820	THANH T PHAN	09/01/2022	\$1,022.00
00027585	H3257	DON PHAN	09/01/2022	\$1,310.00
00027586	H1101	TOAN CONG PHAN	09/01/2022	\$1,110.00
00027587	H3698	ART S PHARN	09/01/2022	\$2,300.00
00027588	H00141	PHOENIX PREMIER LLC	09/01/2022	\$3,232.00
00027589	H2863	PINE TREE PROPERTY, LLC	09/01/2022	\$1,995.00
00027590	H3464	PINEMEADOWS APARTMENTS ATTEN: LEASING OFFICE	09/01/2022	\$1,559.00
00027591	H3505	PJP PROPERTIES, LLC	09/01/2022	\$1,509.00
00027592	H00231	PLATINUM TRI BLOC LLC	09/01/2022	\$1,713.00
00027593	H1493	PLAZA PATRIA COURT LTD	09/01/2022	\$1,417.00
00027594	H3769	PNB GREEN EXPANSION MGMT, LLC	09/01/2022	\$4,467.00
00027595	H4795	POST STERLING COURT, LP	09/01/2022	\$1,438.00
00027596	H3668	PRINCE NEW HORIZON VILLAGE	09/01/2022	\$2,488.00
00027597	H00194	QN INVESTMENT LLC	09/01/2022	\$15,150.00
00027598	H4306	SAN T QUACH	09/01/2022	\$1,393.00
00027599	H3994	DERRICK WILLIAM QUAN	09/01/2022	\$1,822.00
00027600	H4620	JEANNIE QUAN	09/01/2022	\$882.00
00027601	H4357	VAN-LAN QUAN	09/01/2022	\$4,672.00
00027602	H1448	GARY L QUINN	09/01/2022	\$795.00
00027603	H00169	RANCHO MONTEREY APARTMENTS	09/01/2022	\$4,801.00
00027604	H0978	RAVART PACIFIC, LP	09/01/2022	\$1,273.00
00027605	H3808	RAVENWOOD PROPERTIES, LLC	09/01/2022	\$2,729.00
00027606	H4801	RBJ INVESTMENTS CORP	09/01/2022	\$1,334.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 23

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027607	H00285	REAL ESTATE SOURCE	09/01/2022	\$1,694.00
00027608	H3184	ROGER LEE REED	09/01/2022	\$2,858.00
00027609	H3573	REO INTERNATIONAL CORPORATION	09/01/2022	\$3,058.00
00027610	H4932	RAYMOND REYES	09/01/2022	\$931.00
00027611	H1100	ROBERTA APTS, LP	09/01/2022	\$2,453.00
00027612	H3186	ROCEL PROPERTIES MGMT INC	09/01/2022	\$1,372.00
00027613	H1303	ALBERT/PATRICIA RODRIGUEZ	09/01/2022	\$1,750.00
00027614	H00109	JESSE RODRIQUEZ	09/01/2022	\$1,168.00
00027615	H00266	BRADLEY A ROMSTEDT	09/01/2022	\$1,419.00
00027616	H3631	CHARLENE ROSSIGNOL	09/01/2022	\$1,162.00
00027617	H00128	RUSSELL REAL ESTATE LLC	09/01/2022	\$3,266.00
00027618	H00203	S & P PACIFIC PROPERTIES LLC	09/01/2022	\$5,434.00
00027619	H1149	MIHRAN SABUNJIAN	09/01/2022	\$11,639.00
00027620	H00246	SAGE PARK CA LP	09/01/2022	\$1,258.00
00027621	H00324	FARZANEH SAJADIEH	09/01/2022	\$3,526.00
00027622	H4231	SALSOL PROPERTIES, LLC	09/01/2022	\$1,353.00
00027623	H00305	SAN CARLOS	09/01/2022	\$6,262.00
00027624	H4681	SAN MARINO	09/01/2022	\$486.00
00027625	H00097	SAN MIGUEL APTS / SAN MIGUEL PROPERTIES LP	09/01/2022	\$1,353.00
00027626	H00174	CYNTHIA SANCHEZ	09/01/2022	\$1,085.00
00027627	H0858	PAT SARGENT	09/01/2022	\$1,508.00
00027628	H3340	JILL ANN SCHLEIFER	09/01/2022	\$3,338.00
00027629	H00187	SCOTT G JOE C/O PACIFIC TRUST MANAGEMENT	09/01/2022	\$1,111.00
00027630	H4485	SCWJ, LLC	09/01/2022	\$1,502.00
00027631	H3151	LISA & BRYAN SEO	09/01/2022	\$1,579.00
00027632	H2952	ALVINA SERNA	09/01/2022	\$664.00
00027633	H4072	SERRANO WOODS, LP	09/01/2022	\$1,416.00
00027634	H00228	MARY E SHEN	09/01/2022	\$1,288.00
00027635	H00103	DAHNING SHIH	09/01/2022	\$1,812.00
00027636	H4546	MOLLY SHIH	09/01/2022	\$909.00
00027637	H3699	SHREEVES PROPERTIES, LLC	09/01/2022	\$5,361.00
00027638	H3779	IRV D SIGEL	09/01/2022	\$1,610.00
00027639	H4150	SILVER COVE APARTMENTS, LP	09/01/2022	\$2,800.00
00027640	H4451	IRVIN SILVERSTEIN	09/01/2022	\$984.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 24

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027641	H1182	SINGING TREE	09/01/2022	\$1,475.00
00027642	H3459	BAY SIU	09/01/2022	\$1,506.00
00027643	H00293	SOBER SOLUTIONS	09/01/2022	\$2,100.00
00027644	H4778	SOCP, LLC	09/01/2022	\$1,512.00
00027645	H00243	SOMMERVILLE CONZELMAN CO LP	09/01/2022	\$6,073.00
00027646	H00288	JENNIFER SON	09/01/2022	\$1,427.00
00027647	H00055	LLC SOUTHCOAST CAPITAL HOLDINGS	09/01/2022	\$1,084.00
00027648	H1686	JAMES SPEARS	09/01/2022	\$2,224.00
00027649	H00244	SPICY LIVING LLC	09/01/2022	\$3,544.00
00027650	H4145	SPRINGDALE STREET APARTMENTS	09/01/2022	\$2,752.00
00027651	H3835	SPRINGSIDE, LLC	09/01/2022	\$7,394.00
00027652	H00337	STANDARD HERITAGE ANAHEIM OWNER LP	09/01/2022	\$2,865.00
00027653	H4458	TRUST STANLEY A SIROTT	09/01/2022	\$1,734.00
00027654	H3038	STANTON GROUP THREE, LLC	09/01/2022	\$4,818.00
00027655	H4566	STANTON GROUP, LLC	09/01/2022	\$1,070.00
00027656	H1277	STEWART PROPERTIES	09/01/2022	\$1,243.00
00027657	H00142	PATRICIA J STEWART	09/01/2022	\$1,444.00
00027658	H0403	ERICA STIDHAM	09/01/2022	\$5,678.00
00027659	H00297	THUY NHIEU STRICKLAND	09/01/2022	\$1,818.00
00027660	H0359	STUART DRIVE/ROSE GARDEN APTS	09/01/2022	\$106,823.00
00027661	H1147	UN SU	09/01/2022	\$3,044.00
00027662	H2049	SUNGROVE SENIOR APTS	09/01/2022	\$26,452.00
00027663	H3805	SUNNYGATE, LLC	09/01/2022	\$12,967.00
00027664	H00108	SUNRISE APARTMENT HOMES	09/01/2022	\$2,748.00
00027665	H3766	SUNRISE VILLAGE PROPERTIES, LLC	09/01/2022	\$7,362.00
00027666	H00352	SURF CITY HOMES LLC	09/01/2022	\$845.00
00027667	H00230	SUWAPANG PATTUMMADITH C/O UTOPIA MANAGMENT	09/01/2022	\$1,449.00
00027668	H4484	EMILE J SWEIDA	09/01/2022	\$1,372.00
00027669	H00170	EVELYN SY	09/01/2022	\$1,750.00
00027670	H4543	SYCAMORE COURT APARTMENTS	09/01/2022	\$14,702.00
00027671	H4178	T AND G TRANG'S CREDIT TRUST UDT 5/1/02	09/01/2022	\$1,200.00
00027672	H4449	VINH TA	09/01/2022	\$1,195.00
00027673	H4081	ALI TAHAMI	09/01/2022	\$2,005.00
00027674	H00094	TAMARACK WOODS A CALIFORNIA LP	09/01/2022	\$1,486.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 25

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027675	H3614	TAMERLANE APARTMENTS	09/01/2022	\$1,108.00
00027676	H2487	TAMERLANE ASSOCIATES, LLC	09/01/2022	\$2,539.00
00027677	H3432	ENLIANG T TANG	09/01/2022	\$1,582.00
00027678	H00229	TDDM INVESTMENTS CORP	09/01/2022	\$2,801.00
00027679	H3527	TDT WASHINGTON, LLC	09/01/2022	\$4,060.00
00027680	H4653	TH 12622 MORNINGSIDE, LLC	09/01/2022	\$807.00
00027681	H2875	HENRY THACH	09/01/2022	\$2,716.00
00027682	H4731	LYNN THAI	09/01/2022	\$1,417.00
00027683	H00185	JAI PAUL THAKUR	09/01/2022	\$1,209.00
00027684	H00076	THE ARBORS-LAKE FOREST OWNER LLC	09/01/2022	\$1,248.00
00027685	H00052	THE CAMBRIDGE	09/01/2022	\$3,818.00
00027686	H4391	THE FLORENTINE APTS	09/01/2022	\$1,948.00
00027687	H4759	THE KELVIN APARTMENTS	09/01/2022	\$1,746.00
00027688	H4390	THE MEDITERRANEAN APTS	09/01/2022	\$1,124.00
00027689	H1007	THE ROSE GARDEN APTS	09/01/2022	\$14,025.00
00027690	H4633	THSW PARTNERS, LLC	09/01/2022	\$5,076.00
00027691	H3260	ANA MARIA THULSIRAJ	09/01/2022	\$1,180.00
00027692	H00053	TIC INVESTMENT COMPANY LLC	09/01/2022	\$3,917.00
00027693	H00062	TIC INVESTMENT COMPANY	09/01/2022	\$4,284.00
00027694	H4599	TIC INVESTMENT COMPANY, LLC	09/01/2022	\$1,524.00
00027695	H4600	TIC INVESTMENT COMPANY, LLC	09/01/2022	\$919.00
00027696	H00060	TIC INVESTMENT LLC	09/01/2022	\$786.00
00027697	H00308	TJAC-PI LLC	09/01/2022	\$5,409.00
00027698	H4494	TLHA DOTY, LLC	09/01/2022	\$2,623.00
00027699	H4219	TLHA PALM, LLC	09/01/2022	\$2,141.00
00027700	H00207	TN INVESTMENTS GROUP LLC	09/01/2022	\$1,363.00
00027701	H00334	TN INVESTMENTS GROUP LLC	09/01/2022	\$1,441.00
00027702	H3827	TN INVESTMENTS GROUP, LLC	09/01/2022	\$11,659.00
00027703	H3828	TN INVESTMENTS GROUP, LLC	09/01/2022	\$1,395.00
00027704	H3829	TN INVESTMENTS GROUP, LLC	09/01/2022	\$1,341.00
00027705	H3831	TN INVESTMENTS GROUP, LLC	09/01/2022	\$1,270.00
00027706	H3939	TN INVESTMENTS PROPERTIES, LLC	09/01/2022	\$18,283.00
00027707	H4753	TNL PROPERTY, LLC	09/01/2022	\$2,508.00
00027708	H1212	KIMTRUNG THI TO	09/01/2022	\$1,581.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 26

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027709	H0855	VAN THU TO	09/01/2022	\$5,881.00
00027710	H4492	TOC TOC, LLC	09/01/2022	\$4,393.00
00027711	H00189	TRUSTEE TOMMY YING TUAN	09/01/2022	\$1,447.00
00027712	H1454	KHANH TON	09/01/2022	\$2,186.00
00027713	H3377	TAP THAT TON	09/01/2022	\$1,302.00
00027714	H3902	TOPADVANCED, LLC	09/01/2022	\$3,990.00
00027715	H00178	TR ENTERPRISE LLC	09/01/2022	\$2,762.00
00027716	H1789	TRAN'S APARTMENTS	09/01/2022	\$5,616.00
00027717	H4099	ANDREW TRAN	09/01/2022	\$1,986.00
00027718	H4407	ANDREW TRAN	09/01/2022	\$1,796.00
00027719	H7723	ANH TUYET T TRAN	09/01/2022	\$1,365.00
00027720	H4727	ANNA THI TRAN	09/01/2022	\$1,200.00
00027721	H4012	CATHY TRAN	09/01/2022	\$1,436.00
00027722	H00156	DAT DOAN TRAN	09/01/2022	\$1,166.00
00027723	H3577	EDWARD T TRAN	09/01/2022	\$1,252.00
00027724	H2027	FREDERICK M TRAN	09/01/2022	\$1,179.00
00027725	H00102	HELENA TRAN	09/01/2022	\$1,682.00
00027726	H3646	HENRY TRAN	09/01/2022	\$1,269.00
00027727	H1203	JACLYN TRAN, HIEP OR TRAN	09/01/2022	\$1,154.00
00027728	H3554	HO VAN TRAN	09/01/2022	\$6,311.00
00027729	H3896	HOA TRAN	09/01/2022	\$497.00
00027730	H00124	HUE THI DANG TRAN	09/01/2022	\$1,619.00
00027731	H3456	HUNG QUOC TRAN	09/01/2022	\$1,528.00
00027732	H00044	HUONG TRAN	09/01/2022	\$2,648.00
00027733	H00057	HUYEN TRAN	09/01/2022	\$908.00
00027734	H3403	JANE TRAN	09/01/2022	\$2,116.00
00027735	H4270	JIM DUC TRAN	09/01/2022	\$1,516.00
00027736	H4698	JOHNNY TRAN	09/01/2022	\$2,470.00
00027737	H4251	JOSEPH QUANG TRAN	09/01/2022	\$680.00
00027738	H4499	JOSEPHINE TRAN	09/01/2022	\$2,216.00
00027739	H00171	KENNY TRAN	09/01/2022	\$2,450.00
00027740	H00195	KEVIN TRAN	09/01/2022	\$2,142.00
00027741	H4158	KEVIN THANH TRAN	09/01/2022	\$1,324.00
00027742	H00058	KIEU VAN TRAN	09/01/2022	\$2,074.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 27

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027743	H3517	KIM VAN TRAN	09/01/2022	\$3,252.00
00027744	H4276	LAY THI TRAN	09/01/2022	\$1,812.00
00027745	H4130	LOC H TRAN	09/01/2022	\$2,038.00
00027746	H4788	LONG QUOC TRAN	09/01/2022	\$1,274.00
00027747	H3775	LUCIA THUY TRAN	09/01/2022	\$1,055.00
00027748	H4602	MAI TRAN	09/01/2022	\$2,480.00
00027749	H3442	MARY TRAN	09/01/2022	\$1,025.00
00027750	H4732	MINH TRAN	09/01/2022	\$1,602.00
00027751	H4059	MY T TRAN	09/01/2022	\$2,253.00
00027752	H4687	NGAN TRAN	09/01/2022	\$3,273.00
00027753	H3211	NGOC THI TRAN	09/01/2022	\$1,869.00
00027754	H4378	NHUT NGUYEN TRAN	09/01/2022	\$1,255.00
00027755	H3530	TAM ANH TRAN	09/01/2022	\$1,065.00
00027756	H4198	TAM MINH TRAN	09/01/2022	\$1,847.00
00027757	H3742	THERESA T TRAN	09/01/2022	\$761.00
00027758	H3744	THERESA T TRAN	09/01/2022	\$1,363.00
00027759	H4291	THONG TRAN	09/01/2022	\$1,073.00
00027760	H3371	THU HUONG THI TRAN	09/01/2022	\$839.00
00027761	H4394	TIM TRAN	09/01/2022	\$1,833.00
00027762	H4573	TINA TRAN	09/01/2022	\$1,960.00
00027763	H00025	TONY TRAN	09/01/2022	\$1,933.00
00027764	H00073	TRANG P TRAN	09/01/2022	\$1,045.00
00027765	H3709	TRI TRAN	09/01/2022	\$556.00
00027766	H4507	TRUNG H TRAN	09/01/2022	\$1,329.00
00027767	H3163	TRUYEN & HELEN TRAN	09/01/2022	\$2,178.00
00027768	H3220	TU TRAN	09/01/2022	\$1,620.00
00027769	H3253	VICTORIA TRAN	09/01/2022	\$1,641.00
00027770	H0386	BAU TRAN	09/01/2022	\$1,012.00
00027771	H3227	PAUL TUAN DUC TRAN	09/01/2022	\$1,615.00
00027772	H2712	PHUONG THUY TRAN	09/01/2022	\$759.00
00027773	H1903	THU-HANG TRAN	09/01/2022	\$5,286.00
00027774	H2776	TUAN HUY TRAN	09/01/2022	\$1,037.00
00027775	H1166	TOM TRANG	09/01/2022	\$1,881.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 28

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027776	H4422	TRG FULLERTON AFFORDABLE, LP / VENTANA APARTMENTS	09/01/2022	\$694.00
00027777	H4136	HONG QUANG TRIEU	09/01/2022	\$1,378.00
00027778	H4266	NANCY TRIEU	09/01/2022	\$911.00
00027779	H2231	EMMA TRINH	09/01/2022	\$1,400.00
00027780	H3759	THANH-MAI TRINH	09/01/2022	\$2,390.00
00027781	H4356	TUAN TRINH	09/01/2022	\$1,724.00
00027782	H0536	TUNG XUAN TRINH	09/01/2022	\$1,601.00
00027783	H00351	TRIPLETS CASTLE LLC	09/01/2022	\$4,156.00
00027784	H3993	DUNG T TRUONG	09/01/2022	\$333.00
00027785	H00188	HUE AI TRUONG	09/01/2022	\$1,513.00
00027786	H00201	JOHN TRUONG	09/01/2022	\$1,260.00
00027787	H4780	KENNY N TRUONG	09/01/2022	\$2,497.00
00027788	H2729	QUYEN MY TRUONG	09/01/2022	\$1,328.00
00027789	H1813	CAROLINE TSAI	09/01/2022	\$3,716.00
00027790	H4445	YUNGLIN & SHU-MEI TSAO	09/01/2022	\$1,830.00
00027791	H00295	TSK BUSINESS LLC	09/01/2022	\$780.00
00027792	H3867	TU BI THIEN TAM	09/01/2022	\$1,285.00
00027793	H8168	TUDOR GROVE	09/01/2022	\$78,446.00
00027794	H4536	TUSTIN AFFORDABLE HOUSING	09/01/2022	\$3,138.00
00027795	H4030	TUSTIN SOUTHERN APTS - OFFICE	09/01/2022	\$1,456.00
00027796	H00215	ROGER TWEDT	09/01/2022	\$1,601.00
00027797	H9100	V W PROPERTY	09/01/2022	\$5,097.00
00027798	H1541	CONNIE VALDEZ	09/01/2022	\$1,267.00
00027799	H0814	MINH XUONG VAN	09/01/2022	\$618.00
00027800	H4661	RONALD VAN	09/01/2022	\$3,385.00
00027801	H2755	ARTURO ENRIQUEZ VAZQUEZ	09/01/2022	\$3,041.00
00027802	H4392	VERSAILLES APTS	09/01/2022	\$3,149.00
00027803	H4553	VINTAGE CANYON SR APTS	09/01/2022	\$1,050.00
00027804	H4625	VINTAGE FLAGSHIP, LLC	09/01/2022	\$3,001.00
00027805	H3689	VJ SURGICAL, LLC	09/01/2022	\$2,246.00
00027806	H3628	VLE RENTAL, LLC	09/01/2022	\$7,520.00
00027807	H3132	HUNG MINH VO	09/01/2022	\$1,715.00
00027808	H4205	JEFF VO	09/01/2022	\$1,256.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 29

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027809	H4821	JEFFREY Q VO	09/01/2022	\$1,716.00
00027810	H2134	KHANH MAI VO	09/01/2022	\$6,519.00
00027811	H4531	LOAN VO	09/01/2022	\$1,906.00
00027812	H3938	LOC ANH VO	09/01/2022	\$1,185.00
00027813	H4787	MICKEY VO	09/01/2022	\$2,218.00
00027814	H1481	TINA NGA VOLE	09/01/2022	\$1,261.00
00027815	H3718	NIPA D VORA	09/01/2022	\$2,680.00
00027816	H3907	ANNIE VU	09/01/2022	\$1,266.00
00027817	H2123	DAT VU	09/01/2022	\$17,983.00
00027818	H00259	DIANA VU	09/01/2022	\$975.00
00027819	H4560	HOA VU	09/01/2022	\$1,321.00
00027820	H3918	HUAN VU	09/01/2022	\$1,230.00
00027821	H00206	JADE NGOC VU	09/01/2022	\$1,838.00
00027822	H00211	KHUAT VU	09/01/2022	\$1,944.00
00027823	H4657	KRYSTINA VU	09/01/2022	\$1,736.00
00027824	H4197	LEO M VU	09/01/2022	\$1,873.00
00027825	H4323	LINH DUY VU	09/01/2022	\$2,777.00
00027826	H00079	MICHELLE QUYNH HOA VU	09/01/2022	\$1,213.00
00027827	H4549	MINH VU	09/01/2022	\$1,099.00
00027828	H3760	NAM H VU	09/01/2022	\$1,284.00
00027829	H3274	PHUONG MINH VU	09/01/2022	\$1,169.00
00027830	H00306	SHAWN VU	09/01/2022	\$1,096.00
00027831	H00074	SU T VU	09/01/2022	\$1,986.00
00027832	H00249	SUONG N VU	09/01/2022	\$1,242.00
00027833	H3823	TAN DUY VU	09/01/2022	\$3,138.00
00027834	H2823	TRUNG QUOC VU	09/01/2022	\$2,190.00
00027835	H0883	TUONG MANH VU	09/01/2022	\$2,905.00
00027836	H3928	VIVIAN VU	09/01/2022	\$866.00
00027837	H4807	YEN T VU	09/01/2022	\$1,326.00
00027838	H00034	HAO DUC VUONG	09/01/2022	\$1,392.00
00027839	H00226	HOA THI VUONG	09/01/2022	\$2,715.00
00027840	H00313	KAITHLYN VUONG	09/01/2022	\$1,719.00
00027841	H4278	PETER H VUONG	09/01/2022	\$1,170.00
00027842	H4642	DAVID WALD	09/01/2022	\$822.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 30

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027843	H9105	WALDEN APTS	09/01/2022	\$4,223.00
00027844	H1725	WALDEN GLEN APTS	09/01/2022	\$1,284.00
00027845	H4489	HO PONG WAN	09/01/2022	\$1,312.00
00027846	H2084	CHARLES WANG	09/01/2022	\$5,496.00
00027847	H2253	SUZY WANG	09/01/2022	\$3,532.00
00027848	H0867	IRVING WEISER	09/01/2022	\$2,048.00
00027849	H9106	WEISSER INVESTMENTS	09/01/2022	\$8,846.00
00027850	H4530	WESLEY VILLAGE APARTMENTS	09/01/2022	\$6,866.00
00027851	H0442	HENRY B WESSELN	09/01/2022	\$2,065.00
00027852	H1238	WESTCHESTER PARK, LP	09/01/2022	\$1,650.00
00027853	H00144	WESTERN NATIONAL EL DORADO PARTNERS LP	09/01/2022	\$1,268.00
00027854	H3468	WESTLAKE APARTMENTS, LLC	09/01/2022	\$8,260.00
00027855	H2684	WESTMINSTER HOUSING PARTNER, LP	09/01/2022	\$10,642.00
00027856	H2986	CINDY OR ED WICK	09/01/2022	\$914.00
00027857	H0029	WILLOWICK ROYAL	09/01/2022	\$522.00
00027858	H4424	WILSHIRE CREST	09/01/2022	\$950.00
00027859	H4523	WINDMILL APARTMENTS	09/01/2022	\$5,583.00
00027860	H4608	WINDWOOD GLEN APTS	09/01/2022	\$1,610.00
00027861	H9109	WINNIE INVESTMENT	09/01/2022	\$6,775.00
00027862	H3286	WINSTON PLACE, LLC	09/01/2022	\$1,188.00
00027863	H4232	WONDERFUL IDEA, LLC	09/01/2022	\$1,620.00
00027864	H5169	GIN O WONG	09/01/2022	\$6,655.00
00027865	H00138	PERRY WONG	09/01/2022	\$1,527.00
00027866	H3592	PHILLIP WONG	09/01/2022	\$2,228.00
00027867	H4709	WOODBIDGE VILLAS APARTMENT HOMES	09/01/2022	\$1,072.00
00027868	H4733	WOODBIDGE VILLAS PARTNERS	09/01/2022	\$1,230.00
00027869	H4762	WOODBIDGE WILLOWS	09/01/2022	\$3,744.00
00027870	H00184	XIAOLIN WU	09/01/2022	\$1,380.00
00027871	H0165	LEON SHU YAU	09/01/2022	\$1,301.00
00027872	H4806	JIYUN YEOM	09/01/2022	\$2,078.00
00027873	H00190	JAIMIE L YIANG	09/01/2022	\$1,508.00
00027874	H4168	HENRY H YOUNG	09/01/2022	\$1,773.00
00027875	H4596	EUGENIA ZASLAVSKY	09/01/2022	\$4,463.00
00027876	H3730	GEORGE ZHAO	09/01/2022	\$1,509.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 31

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00681161	H00260	2175 S MULLUL DRIVE LLC	09/01/2022	\$2,237.00
00681162	H00284	8550 COMMONWEALTH AVENUE LLC	09/01/2022	\$1,255.00
00681163	H4194	WILLIAM ADAMS	09/01/2022	\$1,150.00
00681164	H00238	ADVANCE GLOBAL ASSET GROUP INC	09/01/2022	\$1,516.00
00681165	H00248	ADVANCED GROUP 05-85 A CAL LTD PARTNERSHIP	09/01/2022	\$1,100.00
00681166	H4534	ALISO VIEJO 621, LP	09/01/2022	\$1,306.00
00681167	H00290	ALLEPHESIANS 1, LLC	09/01/2022	\$1,730.00
00681168	H2616	ANAHEIM REVITALIZATION II PART	09/01/2022	\$2,399.00
00681169	H4705	ANAHEIM REVITALIZATION IV PARTNERS, LP	09/01/2022	\$1,541.00
00681170	H4722	ANAHEIM REVITALIZATION PARTNERS III LP	09/01/2022	\$1,499.00
00681171	H00328	ARC EQUITIES LLC	09/01/2022	\$1,637.00
00681172	H7330	BAHIA VILLAGE MOBILEHOME PARK	09/01/2022	\$930.00
00681173	H00064	BEXAEW THE HAVENS LP	09/01/2022	\$934.00
00681174	H00070	BRIDGE WF CA CRYSTAL VIEW LP	09/01/2022	\$851.00
00681175	H0950	RICHARD BUI JR	09/01/2022	\$3,930.00
00681176	H00155	CRYSTAL BUI	09/01/2022	\$1,904.00
00681177	H3596	JIMMY QUOC BUI	09/01/2022	\$3,425.00
00681178	H4355	LAN HUYNH NGOC BUI	09/01/2022	\$1,068.00
00681179	H0432	PHAT BUI	09/01/2022	\$2,853.00
00681180	H1455	SON MINH BUI	09/01/2022	\$1,424.00
00681181	H4756	TAN H BUI	09/01/2022	\$1,460.00
00681182	H4238	TINH TIEN BUI	09/01/2022	\$2,060.00
00681183	H00130	BUNGALOWS	09/01/2022	\$1,806.00
00681184	H0289	RONALD CALKINS	09/01/2022	\$1,528.00
00681185	H00247	CASA LA VETA ASSOCIATES	09/01/2022	\$537.00
00681186	H00261	CASTILIAN A CA LP	09/01/2022	\$2,000.00
00681187	H9009	CHANTECLAIR APTS	09/01/2022	\$1,315.00
00681188	H00127	RICHARD N CHAO	09/01/2022	\$1,126.00
00681189	H2701	DAVID CHEN	09/01/2022	\$1,243.00
00681190	H4671	ROBERT CHRISTMAN	09/01/2022	\$2,528.00
00681191	H4617	MEI-LING CHU	09/01/2022	\$947.00
00681192	H4773	CMIF III CORONADO PALMS, LLC	09/01/2022	\$1,432.00
00681193	H00227	CORDOVA A CA LP	09/01/2022	\$1,663.00
00681194	H00344	CORTESIA AT RANCHO SANTA MARGARITA	09/01/2022	\$5,527.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 32

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00681195	H4380	CRESTWOOD ON 7, LLC	09/01/2022	\$2,560.00
00681196	H00072	KHANH DANG	09/01/2022	\$1,660.00
00681197	H0168	STACY HOA TUOI DANG	09/01/2022	\$1,540.00
00681198	H00106	HAROLD E DELONG	09/01/2022	\$1,311.00
00681199	H00323	NHI DIEP	09/01/2022	\$1,508.00
00681200	H4690	KIM-ANH T DINH	09/01/2022	\$2,618.00
00681201	H4533	MINH TAM DO	09/01/2022	\$1,372.00
00681202	H4693	THO DO	09/01/2022	\$2,742.00
00681203	H4222	THUAN DO	09/01/2022	\$1,185.00
00681204	H3422	DINH T DOAN	09/01/2022	\$1,340.00
00681205	H00043	MICHAEL DOAN	09/01/2022	\$1,206.00
00681206	H1395	HELMUT DONNER	09/01/2022	\$2,486.00
00681207	H4348	LAN DUONG	09/01/2022	\$1,412.00
00681208	H00346	EFTFTB LLC	09/01/2022	\$3,169.00
00681209	H4187	EL CAMINO LU, LLC	09/01/2022	\$1,641.00
00681210	H4016	ELDEN EAST APARTMENTS	09/01/2022	\$840.00
00681211	H3075	EMERALD GARDENS APT	09/01/2022	\$637.00
00681212	H5060	EUCLID PARK APTS	09/01/2022	\$1,659.00
00681213	H00236	FENWAY APTS	09/01/2022	\$1,516.00
00681214	H4813	FENWAY PROPERTIES	09/01/2022	\$1,430.00
00681215	H2768	DALE A FULLWOOD	09/01/2022	\$1,179.00
00681216	H4193	GROVE PARK, LLC	09/01/2022	\$3,885.00
00681217	H3218	KULJIT HARA	09/01/2022	\$1,141.00
00681218	H1979	STEVE HARA	09/01/2022	\$4,683.00
00681219	H00221	HAUPT PROPERTIES, LLC C/O DROUIN REALTY	09/01/2022	\$872.00
00681220	H4703	HERMOSA VILLAGE PHASE I HOUSING PARTNERS, LP	09/01/2022	\$3,201.00
00681221	H4128	THOMAS P HO	09/01/2022	\$1,719.00
00681222	H00312	HUAN HOANG	09/01/2022	\$2,527.00
00681223	H1873	JAMES HOANG	09/01/2022	\$1,283.00
00681224	H3022	NICK HOFFMAN	09/01/2022	\$960.00
00681225	H3140	CHONG WEI HUANG	09/01/2022	\$1,860.00
00681226	H00240	HUNTINGTON POINTE 2019 LP	09/01/2022	\$1,435.00
00681227	H4810	DOANH HUYNH	09/01/2022	\$1,654.00
00681228	H3473	NATALIE N HUYNH	09/01/2022	\$1,359.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 33

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00681229	H3095	TRANG HUYNH	09/01/2022	\$4,198.00
00681230	H00329	IHLLC HOLDINGS I LLC	09/01/2022	\$5,002.00
00681231	H00224	JAMES K SKEOCH DECEDENT'S TRUST	09/01/2022	\$1,559.00
00681232	H00265	JAMES R GRAHAM TRUST 1991	09/01/2022	\$1,645.00
00681233	H00254	STEPHEN JOHNSON	09/01/2022	\$1,562.00
00681234	H3109	LINDA JOHNSON	09/01/2022	\$1,576.00
00681235	H4584	JOON CHOI VDS APARTMENT LLC	09/01/2022	\$11,998.00
00681236	H4579	JOSEPH & KIM CORP	09/01/2022	\$1,877.00
00681237	H2641	KDF HERMOSA, LP	09/01/2022	\$4,612.00
00681238	H3083	KDF MALABAR, LP	09/01/2022	\$36,474.00
00681239	H2403	KDF SEA WIND, LP	09/01/2022	\$1,676.00
00681240	H00217	VI KIM	09/01/2022	\$1,650.00
00681241	H3683	WILLIAM KUNZMAN	09/01/2022	\$1,675.00
00681242	H00302	LA COSTA	09/01/2022	\$1,757.00
00681243	H00117	ANH T LAM	09/01/2022	\$927.00
00681244	H4284	LE FAMILY TRUST	09/01/2022	\$2,765.00
00681245	H1638	DON LE	09/01/2022	\$786.00
00681246	H3740	DONALD LE	09/01/2022	\$1,285.00
00681247	H1531	TRACEY LE	09/01/2022	\$1,343.00
00681248	H1423	VIET Q LE	09/01/2022	\$1,109.00
00681249	H0298	YENNHI LE	09/01/2022	\$908.00
00681250	H4132	HOABINH LE-MUNZER	09/01/2022	\$567.00
00681251	H00223	LAWRENCE B LEBLANC	09/01/2022	\$11,830.00
00681252	H4694	DOUG LEONG	09/01/2022	\$1,263.00
00681253	H0216	ALICE LIAO	09/01/2022	\$2,919.00
00681254	H00066	DAVID A LO	09/01/2022	\$1,680.00
00681255	H4765	MAI LUONG	09/01/2022	\$3,357.00
00681256	H4820	VIVIAN Q LUU	09/01/2022	\$1,883.00
00681257	H0958	WILLIAM T MACDONALD	09/01/2022	\$4,136.00
00681258	H00132	DAVID E MADJE	09/01/2022	\$11,598.00
00681259	H1188	LARRY MAH	09/01/2022	\$1,030.00
00681260	H2333	HANH T MAI-NGUYEN	09/01/2022	\$1,462.00
00681261	H1861	TERRY MAMMEN	09/01/2022	\$4,818.00
00681262	H3101	SUPUNNEE MANNIL	09/01/2022	\$1,261.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 34

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00681263	H4675	ZHIYAN MAO	09/01/2022	\$2,731.00
00681264	H00204	MARTIN INVESTMENT PROPERTIES INC	09/01/2022	\$1,435.00
00681265	H00279	ODETTE MIKHAIL	09/01/2022	\$1,715.00
00681266	H3043	MONARK, LP	09/01/2022	\$6,255.00
00681267	H0780	MONTEJO APARTMENTS	09/01/2022	\$1,962.00
00681268	H00350	JEFFREY MULLEN	09/01/2022	\$1,189.00
00681269	H00235	NEWLAND GARDEN APARTMENTS LP	09/01/2022	\$1,170.00
00681270	H00274	NEWPORT HOUSING PARTNERS LP	09/01/2022	\$1,742.00
00681271	H00152	BRIGHTON QUOCSI NGO	09/01/2022	\$1,317.00
00681272	H2386	MARY NGO	09/01/2022	\$5,488.00
00681273	H00114	AN NGUYEN	09/01/2022	\$506.00
00681274	H1184	BICHLE T NGUYEN	09/01/2022	\$4,225.00
00681275	H3176	BOYCE JR NGUYEN	09/01/2022	\$2,450.00
00681276	H00339	CHIEU-ANH NGUYEN	09/01/2022	\$1,474.00
00681277	H00270	HAIHA NGUYEN	09/01/2022	\$1,527.00
00681278	H2192	HOC VAN NGUYEN	09/01/2022	\$1,930.00
00681279	H4623	LINDA MAI NGUYEN	09/01/2022	\$1,496.00
00681280	H4473	MAI NGUYEN	09/01/2022	\$725.00
00681281	H00271	MINDY NGUYEN	09/01/2022	\$2,124.00
00681282	H00175	NAM V NGUYEN	09/01/2022	\$1,271.00
00681283	H4061	NGUYEN, NICOLE U	09/01/2022	\$846.00
00681284	H4728	QUOC KIM NGUYEN	09/01/2022	\$1,654.00
00681285	H4529	STEVEN NGUYEN	09/01/2022	\$987.00
00681286	H00348	TAM-TRUNG NGUYEN	09/01/2022	\$1,404.00
00681287	H9044	THANH VAN NGUYEN	09/01/2022	\$1,526.00
00681288	H4682	THUY T NGUYEN	09/01/2022	\$1,301.00
00681289	H00086	TRINH NGUYEN	09/01/2022	\$2,110.00
00681290	H00332	TUAN NGUYEN	09/01/2022	\$1,595.00
00681291	H3103	NICOLE UYEN NGUYEN	09/01/2022	\$480.00
00681292	H2879	PAULINE KIMPHUNG NGUYEN	09/01/2022	\$4,487.00
00681293	H2526	SHERRY LIEU NGUYEN	09/01/2022	\$1,377.00
00681294	H1027	TON SANH NGUYEN	09/01/2022	\$1,321.00
00681295	H3114	TRACY NGUYEN	09/01/2022	\$27.00
00681296	H2699	THUY-TIEN NGUYEN-TU	09/01/2022	\$1,698.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 35

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00681297	H3404	NORTHWOOD PLACE	09/01/2022	\$4,545.00
00681298	H00212	OCEAN BREEZE VILLAS	09/01/2022	\$4,157.00
00681299	H00041	OLIVIA THANH CAPITALS LLC	09/01/2022	\$2,397.00
00681300	H00291	PALM ISLAND SENIOR APARTMENTS	09/01/2022	\$1,862.00
00681301	H4644	PALMA VISTA APTS, LLC	09/01/2022	\$1,495.00
00681302	H00193	PARK RIDGE ENTERPRISE LP	09/01/2022	\$1,379.00
00681303	H2739	CHONG PIL PARK	09/01/2022	\$1,332.00
00681304	H4351	PAVILION PARK SENIOR 1 HOUSING PARTNERS, LP	09/01/2022	\$1,748.00
00681305	H4582	ANH THI PHAM	09/01/2022	\$1,684.00
00681306	H4800	DAVID VU PHAM	09/01/2022	\$1,657.00
00681307	H00150	DON PHU PHAM	09/01/2022	\$2,238.00
00681308	H00330	HUNG T PHAM	09/01/2022	\$1,918.00
00681309	H00182	JULIE NGOC PHAM	09/01/2022	\$1,128.00
00681310	H3817	QUYEN PHAM	09/01/2022	\$1,346.00
00681311	H1049	TUNG PHAM	09/01/2022	\$1,944.00
00681312	H00349	HARRISON PHAN	09/01/2022	\$2,432.00
00681313	H4786	HUNG PHAN	09/01/2022	\$2,050.00
00681314	H00303	JENNIFER PHAN	09/01/2022	\$1,346.00
00681315	H00232	WILSON M PHAN	09/01/2022	\$1,470.00
00681316	H00225	VICKY T PHAN-VO	09/01/2022	\$1,428.00
00681317	H00316	PINES APARTMENTS	09/01/2022	\$2,150.00
00681318	H4509	PLAZA WOODS, LLC	09/01/2022	\$5,117.00
00681319	H4535	PORTOLA IRVINE, LP ANTON PORTOLA APARTMENTS	09/01/2022	\$1,748.00
00681320	H00320	PRALLE AND CASE NO. 2 LP	09/01/2022	\$1,559.00
00681321	H00335	RAINTREE BROOKS LP	09/01/2022	\$1,782.00
00681322	H3801	RANCHO ALISAL	09/01/2022	\$1,821.00
00681323	H4353	RAYMOND AND LYNN RUAIS	09/01/2022	\$893.00
00681324	H00283	SANTA ANA HOUSING AUTHORITY	09/01/2022	\$9,171.13
00681325	H00325	SAVANNA BANANA LLC	09/01/2022	\$1,500.00
00681326	H3488	CELESTE SCHWERMANN	09/01/2022	\$1,150.00
00681327	H00322	SEA WIND 2016 LP	09/01/2022	\$569.00
00681328	H00317	SEQUOIA EQUITIES HIDDEN HILLS	09/01/2022	\$1,719.00
00681329	H4241	SILO NORTHEAST, LLC	09/01/2022	\$3,257.00
00681330	H4811	STONECREST POINT APTS	09/01/2022	\$1,781.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 36

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00681331	H00241	SULLIVAN PROPERTY MANAGEMENT	09/01/2022	\$3,090.00
00681332	H4590	CATHY TA	09/01/2022	\$2,875.00
00681333	H00147	DANNY HOANG TA	09/01/2022	\$1,694.00
00681334	H00268	TARA HILL APARTMENT	09/01/2022	\$2,043.00
00681335	H00342	TDT BUSHARD, LLC	09/01/2022	\$1,872.00
00681336	H4409	TERESINA APARTMENTS	09/01/2022	\$1,202.00
00681337	H00113	THE HUNTINGTON PARTNERSHIP	09/01/2022	\$1,800.00
00681338	H00087	THE RETREAT AT MIDWAY CITY (WSH MANAGEMENT)	09/01/2022	\$8,906.00
00681339	H1959	THOMSON EQUITIES	09/01/2022	\$1,335.00
00681340	H6710	THOMSON EQUITIES	09/01/2022	\$1,195.00
00681341	H4720	TIC INVESTMENT COMPANY, LLC	09/01/2022	\$2,450.00
00681342	H4726	TIC INVESTMENT COMPANY, LLC	09/01/2022	\$8,608.00
00681343	H00257	TKN DBA GROVESIDE LLC	09/01/2022	\$1,434.00
00681344	H00343	TOMMY LEE & TIFFANY THUY PHAM	09/01/2022	\$2,795.00
00681345	H4616	VINH THAT TON	09/01/2022	\$2,395.00
00681346	H00075	IVY TONNU-MIHARA	09/01/2022	\$1,346.00
00681347	H00331	ANTHONY P TRAN	09/01/2022	\$899.00
00681348	H4688	ERIC TRAN	09/01/2022	\$726.00
00681349	H3686	LIEN KIM TRAN-NGUYEN	09/01/2022	\$1,053.00
00681350	H00273	TRIDER CORPORATION	09/01/2022	\$1,098.00
00681351	H4493	TRANG N TRINH	09/01/2022	\$1,153.00
00681352	H00056	LUCKY LUC TRUONG	09/01/2022	\$1,225.00
00681353	H2187	THUAN BICH TRUONG	09/01/2022	\$1,508.00
00681354	H2335	THUAN BICH TRUONG	09/01/2022	\$3,842.00
00681355	H2410	SON BICH TRUONG	09/01/2022	\$1,523.00
00681356	H0146	ANGELO S TURI	09/01/2022	\$2,690.00
00681357	H00338	UDR THE RESIDENCES AT BELLA TERRA	09/01/2022	\$1,910.00
00681358	H00199	LISA TO VAN	09/01/2022	\$1,443.00
00681359	H2982	MARCO VELASTEGUI	09/01/2022	\$1,449.00
00681360	H3943	VILLA CAPRI ESTATES	09/01/2022	\$2,034.00
00681361	H2717	THUA VINH	09/01/2022	\$981.00
00681362	H4662	VISTA DEL SOL APARTMENTS	09/01/2022	\$1,501.00
00681363	H9103	VISTA DEL SOL APTS	09/01/2022	\$1,375.00
00681364	H1723	KIMCHI VO	09/01/2022	\$1,860.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register

Check Dates Sep 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 1, 2022 1:12:20 PM

Page 37

Check	Vendor #	Vendor Name	Issue Date	Check Amount	
00681365	H3476	TIN TRUNG VO	09/01/2022	\$1,502.00	
00681366	H1805	VPM BRIDGES APTS	09/01/2022	\$273.00	
00681367	H3637	VPM MANAGEMENT	09/01/2022	\$1,242.00	
00681368	H3088	VPM SHER LANE, LP	09/01/2022	\$2,497.00	
00681369	H00065	HUNG TRONG VU	09/01/2022	\$1,727.00	
00681370	H00146	LONG DUC VU	09/01/2022	\$875.00	
00681371	H2900	DANNY VU	09/01/2022	\$1,765.00	
00681372	H0719	NEIL E WEST	09/01/2022	\$1,274.00	
00681373	H1934	WINDSOR-DAWSON, LP	09/01/2022	\$4,816.00	
00681374	H3429	WINDWOOD KNOLL APARTMENTS	09/01/2022	\$4,802.00	
00681375	H00118	WOODBRIIDGE APARTMENTS	09/01/2022	\$1,965.00	
00681376	H3506	WOODBURY SQUARE	09/01/2022	\$1,650.00	
00681377	H00333	YORBA LINDA ALTRUDY LP	09/01/2022	\$1,008.00	
			EFT:	1,010	\$3,061,638.43
			Check:	217	\$491,663.13
			Total:	1,227	\$3,553,301.56



City of Garden Grove
Certificate of Warrants
Register Dates:
09/07/2022

This is to certify the demands covered by EFT numbers 00027877 through 00027902, and check numbers 00681378 through 00681479 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: Check 00681466 was reversed.

Finance Director
Patricia Song

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Sep 2, 2022 and Sep 7, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 19, 2022 9:15:56 AM

Page 1

AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027877	V02837	ALLIED UNIVERSAL SECURITY SERVICES	09/07/2022	\$60,439.93
00027878	V00422	ARC DOCUMENT SOLUTIONS, LLC	09/07/2022	\$436.29
00027879	V00657	CALIF FORENSIC PHLEBOTOMY, INC	09/07/2022	\$2,204.20
00027880	V00175	CALIFORNIA YELLOW CAB	09/07/2022	\$6,420.90
00027881	V00430	CANNON CORPORATION	09/07/2022	\$14,902.25
00027882	V02708	CHC: CREATING HEALTHIER COMMUNITIES	09/07/2022	\$45.00
00027883	V01036	CITIBANK %CITIGROUP	09/07/2022	\$12,042.75
00027884	V02954	DIVERSIFIED PRODUCT DEVELOPMENT	09/07/2022	\$6,048.67
00027885	V00259	DTNTECH MARKETING	09/07/2022	\$3,392.10
00027886	V00679	ENTERPRISE FLEET MGMT, INC	09/07/2022	\$7,344.44
00027887	OTV000879	GARDEN GROVE POLICE ASSOCIATION	09/07/2022	\$16,515.61
00027888	V02707	GARDEN GROVE POLICE ASSOCIATION PAC	09/07/2022	\$3,550.00
00027889	V00218	GRAINGER	09/07/2022	\$99.49
00027890	V00713	HOTSY OF SOUTHERN CALIFORNIA	09/07/2022	\$254.13
00027891	V01391	INTELEPEER CLOUD COMMUNICATIONS, LLC	09/07/2022	\$2,263.48
00027892	V00283	JIG CONSULTANTS	09/07/2022	\$46,824.00
00027893	V02362	LEXIPOL LLC	09/07/2022	\$31,607.19
00027894	V02706	ORANGE COUNTY EMPLOYEES ASSOCIATION	09/07/2022	\$3,556.09
00027895	V00136	ORANGE COUNTY WELDING, INC	09/07/2022	\$3,520.00
00027896	V02996	PDQ ENTERPRISES, INC.	09/07/2022	\$985.50
00027897	V00210	PEST OPTIONS, INC	09/07/2022	\$1,905.00
00027898	V00250	SIMPSON CHEVROLET OF GG	09/07/2022	\$58.10
00027899	V03058	SOLE LOGISTICS	09/07/2022	\$226.58
00027900	V02539	THE SOLIS GROUP	09/07/2022	\$534.00
00027901	V00288	EMMA S CLARK	09/07/2022	\$120.00
00027902	V02089	SHANNON WAINWRIGHT	09/07/2022	\$553.85
00681378	V01492	3M	09/07/2022	\$1,414.62
00681379	V00627	AKM CONSULTING ENGINEERS	09/07/2022	\$44,322.50
00681380	V00633	ALL AMERICAN ASPHALT	09/07/2022	\$1,564.79
00681381	V01087	ALLSPACE STORAGE, L.P.	09/07/2022	\$2,040.00
00681382	V01242	ALPHA TINT	09/07/2022	\$200.00
00681383	V00181	AMERICAN LEAK DETECTION	09/07/2022	\$500.00
00681384	V00479	ANDRES MEDINA MOBILE WASH	09/07/2022	\$1,997.50

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Sep 2, 2022 and Sep 7, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 19, 2022 9:15:56 AM

Page 2

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00681385	V02328	APPLEONE EMPLOYMENT SERVICES	09/07/2022	\$1,882.64
00681386	V00306	ARIN-AMERICAN REGISTRY FOR INTERNET NUMBERS	09/07/2022	\$150.00
00681387	V00145	AUTONATION FORD TUSTIN	09/07/2022	\$340.24
00681388	V01336	AXON ENTERPRISE, INC	09/07/2022	\$347,999.75
00681389	V01494	C G LANDSCAPE, INC	09/07/2022	\$3,005.10
00681390	V00655	C WELLS PIPELINE MATERIALS, INC	09/07/2022	\$9,568.92
00681391	V00304	CADD MICROSYSTEMS, INC	09/07/2022	\$3,861.00
00681392	V00660	CAMERON WELDING SUPPLY	09/07/2022	\$62.50
00681393	V01350	CARASOFT TECHNOLOGY CORPORATION	09/07/2022	\$13,219.20
00681394	V00554	CARL WARREN & CO	09/07/2022	\$9,901.70
00681395	V00154	CERTIFIED TRANSPORTATION SERVICES, INC	09/07/2022	\$7,584.25
00681396	V00664	CIVILTEC ENGINEERING, INC	09/07/2022	\$8,587.50
00681397	V01134	COUNTY OF ORANGE TREAS REV RECOVERY-A/R UNIT	09/07/2022	\$68,806.73
00681398	V00856	CWEA	09/07/2022	\$283.00
00681399	V02871	DBS ADMINISTRATORS, INC.	09/07/2022	\$5,851.20
00681400	V01183	DEPARTMENT OF JUSTICE	09/07/2022	\$765.00
00681401	V01366	DEWBERRY ARCHITECTS, INC	09/07/2022	\$1,438.30
00681402	V02321	ELECNOR BELCO ELECTRIC, INC.	09/07/2022	\$211,498.50
00681403	V00682	EWING IRRIGATION PRODUCTS, INC	09/07/2022	\$681.44
00681404	V00336	EXCLUSIVE AUTO DETAIL	09/07/2022	\$444.00
00681405	V00233	FACTORY MOTOR PARTS CO BIN 139107	09/07/2022	\$1,222.60
00681406	V00412	FEDERAL EXPRESS CORP	09/07/2022	\$243.43
00681407	V00829	FERGUSON ENTERPRISES, INC 1350	09/07/2022	\$5,746.70
00681408	V02976	FIRST AMERICAN TITLE INSURANCE COMPANY	09/07/2022	\$2,500.00
00681409	V01207	FLEET SERVICES, INC	09/07/2022	\$2,916.36
00681410	V02257	FRANCHISE TAX BOARD	09/07/2022	\$75.00
00681411	V00054	GALLS LLC	09/07/2022	\$1,069.50
00681412	V00696	GARDEN GROVE UNIFIED SCHOOL DIST	09/07/2022	\$250.00
00681413	V00026	GLOBAL EQUIPMENT COMPANY	09/07/2022	\$112.98
00681414	V00700	GOLDEN BELL PRODUCTS, INC	09/07/2022	\$3,719.25
00681415	OTV001823	RANDY S GOMEZ	09/07/2022	\$1,104.00
00681416	V00702	GRAFFITI PROTECTIVE COATINGS, INC	09/07/2022	\$29,188.00
00681417	V00706	HAAKER EQUIPMENT COMPANY	09/07/2022	\$557.34
00681418	V00129	HADRONEX, INC	09/07/2022	\$12,413.82

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Sep 2, 2022 and Sep 7, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 19, 2022 9:15:56 AM

Page 3

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00681419	V00711	HILL'S BROS LOCK & SAFE, INC	09/07/2022	\$206.85
00681420	OTV002248	CELIA HOLSTED	09/07/2022	\$1,000.00
00681421	V01043	ICSC	09/07/2022	\$3,100.00
00681422	V00135	IMPERIAL SPRINKLER SUPPLY, INC	09/07/2022	\$1,634.26
00681423	V01812	J & K WELDING	09/07/2022	\$975.00
00681424	V02806	KASA CONSTRUCTION INC.	09/07/2022	\$489,115.57
00681425	V00220	LABSOURCE, INC	09/07/2022	\$875.00
00681426	V00728	LAWSON PRODUCTS, INC	09/07/2022	\$3,152.29
00681427	V00555	LIFECOM, INC	09/07/2022	\$430.73
00681428	V00733	LOS ALTOS TROPHY	09/07/2022	\$1,358.51
00681429	V00610	LT PROPERTIES	09/07/2022	\$18,945.00
00681430	V01570	MEEDER PUBLIC FUNDS, INC	09/07/2022	\$6,000.00
00681431	OTV002247	FLOR MENDOZA	09/07/2022	\$500.00
00681432	V00541	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	09/07/2022	\$24,776.48
00681433	V01414	MWI ANIMAL HEALTH	09/07/2022	\$495.38
00681434	V01131	NATURE'S GROWERS NURSERY	09/07/2022	\$95.58
00681435	OTV002246	DOMINIC HOA NGUYEN	09/07/2022	\$1,000.00
00681436	OTV002242	TONG NGUYEN	09/07/2022	\$1,610.00
00681437	V00459	O'REILLY AUTO PARTS	09/07/2022	\$1,195.33
00681438	V01867	OC HEALTH CARE AGENCY, ENVIRONMENTAL HEALTH	09/07/2022	\$238.00
00681439	V00209	WHJ OCN,IND	09/07/2022	\$1,910.00
00681440	V00775	ORANGE COUNTY REGISTER	09/07/2022	\$611.45
00681441	V01086	ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV	09/07/2022	\$400.00
00681442	V00563	ORANGE COUNTY STRIPING SERV	09/07/2022	\$21,432.76
00681443	OTV002245	TED OYAMA	09/07/2022	\$324.94
00681444	V00701	PACIFIC MOBILE STRUCTURES, INC	09/07/2022	\$957.00
00681445	V00761	PETTY CASH - MUN SRVC CTR	09/07/2022	\$592.83
00681446	V00760	PETTY CASH-COMMUNITY SERV	09/07/2022	\$40.00
00681447	V00762	PETTY CASH-SPEC INVESTIGATIONS	09/07/2022	\$8,518.00
00681448	V02848	POLICE RECORDS & INFORMATION MANAGEMENT GROUP, INC	09/07/2022	\$159.00
00681449	V01316	QUINN COMPANY	09/07/2022	\$4,229.73
00681450	V02613	R.S. HUGHES COMPANY INC	09/07/2022	\$710.57
00681451	V00779	S C YAMAMOTO, INC	09/07/2022	\$77.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Sep 2, 2022 and Sep 7, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 19, 2022 9:15:56 AM

Page 4

Check	Vendor #	Vendor Name	Issue Date	Check Amount	
00681452	V01052	S&S WORLDWIDE, INC	09/07/2022	\$655.86	
00681453	V02926	LLC SCA OF CA	09/07/2022	\$59,510.53	
00681454	V00784	SHOETERIA	09/07/2022	\$239.36	
00681455	V00785	SHRED CONFIDENTIAL, INC	09/07/2022	\$52.50	
00681456	V00225	SITEONE LANDSCAPE SUPPLY HLDING	09/07/2022	\$231.16	
00681457	V00789	SO CALIF EDISON CO	09/07/2022	\$1,541.21	
00681458	V01415	SOCAL AUTO & TRUCK PARTS INC	09/07/2022	\$678.27	
00681459	V01692	SOUTHERN CALIFORNIA NEWS GROUP	09/07/2022	\$1,289.29	
00681460	V00367	SOUTHERN COMPUTER WAREHOUSE	09/07/2022	\$837.32	
00681461	V00160	SOUTHERN COUNTIES OIL COMPANY	09/07/2022	\$25,665.74	
00681462	V00795	SPARKLETTS	09/07/2022	\$309.30	
00681463	OTV001813	STATE CONTROLLER'S OFFICE	09/07/2022	\$5.17	
00681464	V00528	THE ORANGE COUNTY HUMANE SOCIETY	09/07/2022	\$24,166.66	
00681465	V00804	THOMSON REUTERS- WEST	09/07/2022	\$2,235.88	
00681467	V01206	TOPAZ ALARM CORP	09/07/2022	\$75.00	
00681468	V01623	TRAFFIC MANAGEMENT, INC	09/07/2022	\$60.00	
00681469	V00809	TURBO DATA SYSTEMS, INC	09/07/2022	\$5,571.74	
00681470	V00812	UNIFIRST CORP	09/07/2022	\$1,138.86	
00681471	V00815	UNITED RENTALS NORTHWEST, INC	09/07/2022	\$635.98	
00681472	OTV002244	LEANDRO VIVARES	09/07/2022	\$150.00	
00681473	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	09/07/2022	\$7,472.94	
00681474	V01044	WESTERN WATER WORKS	09/07/2022	\$7,756.38	
00681475	OTV002243	RANDALL WILLIAMS	09/07/2022	\$116.57	
00681476	V00582	WOODRUFF, SPRADLIN & SMART, A PROFESSIONAL CORP	09/07/2022	\$9,510.00	
00681477	V00039	XEROX CORPORATION	09/07/2022	\$5,785.20	
00681478	V01208	YO-FIRE SUPPLIES	09/07/2022	\$52.20	
00681479	V00113	ZERO WASTE USA	09/07/2022	\$712.79	
			EFT:	26	\$225,849.55
			Check:	101	\$1,562,212.53
			Total:	127	\$1,788,062.08

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Sep 22, 2022

Report Generated on Sep 22, 2022 11:00:12 AM

Page 1

EF - Payroll EFT

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00012117	E03973	AVILA, VERONICA	09/22/2022	\$2,489.18
00012118	E04755	BRIETIGAM III, GEORGE S	09/22/2022	\$311.32
00012119	E04332	BUI, PHAT T	09/22/2022	\$345.24
00012120	E01338	CARRENO, SHAUNA J	09/22/2022	\$2,203.83
00012121	E02788	DAVIS, JEFFREY P	09/22/2022	\$2,776.52
00012122	E00803	HADDAD, PAMELA M	09/22/2022	\$2,052.27
00012123	E04750	HO, VY D	09/22/2022	\$1,863.41
00012124	E04096	HUYNH, DANNY	09/22/2022	\$4,166.58
00012125	E03612	JONES, STEVEN R	09/22/2022	\$323.31
00012126	E04131	KIM, NOELLE N	09/22/2022	\$2,685.44
00012127	E02612	KLOESS, VILMA C	09/22/2022	\$2,847.93
00012128	E04536	KLOPFENSTEIN, STEPHANIE L	09/22/2022	\$195.92
00012129	E01949	LE, IVY	09/22/2022	\$2,333.48
00012130	E01280	LE, TAMMY	09/22/2022	\$1,863.78
00012131	E05828	MIDDENDORF, LINDA	09/22/2022	\$3,362.59
00012132	E02787	MORAN, MARIE L	09/22/2022	\$2,857.32
00012133	E02539	NAVARRO, MARIA A	09/22/2022	\$2,658.79
00012134	E04535	NGUYEN, DIEDRE THU HA	09/22/2022	\$322.02
00012135	E04948	NGUYEN, HOAI THUONG H	09/22/2022	\$1,547.51
00012136	E04537	NGUYEN, KIM B	09/22/2022	\$326.25
00012137	E03255	NGUYEN, PHUONG VIEN T	09/22/2022	\$2,233.58
00012138	E02560	NGUYEN, QUANG	09/22/2022	\$2,790.76
00012139	E01286	NGUYEN, TINA T	09/22/2022	\$2,212.43
00012140	E04534	ONEILL, JOHN R	09/22/2022	\$345.25
00012141	E04528	PARK, SHAWN S	09/22/2022	\$2,649.89
00012142	E03541	PHI, THYANA T	09/22/2022	\$2,844.28
00012143	E04443	POLLOCK, AMANDA M	09/22/2022	\$1,928.68
00012144	E06945	POMEROY, TERESA L	09/22/2022	\$3,980.77
00012145	E01964	PULIDO, ANA E	09/22/2022	\$4,163.37
00012146	E01356	RAMOS, MARIA	09/22/2022	\$2,604.72
00012147	E05057	SATO, MICHI L	09/22/2022	\$2,929.75
00012148	E04387	STILES, SCOTT C	09/22/2022	\$6,160.09
00012149	E00564	STIPE, MARIA A	09/22/2022	\$5,869.04
00012150	E03715	THAI, KRISTY H	09/22/2022	\$2,505.16

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Sep 22, 2022

Report Generated on Sep 22, 2022 11:00:12 AM

Page 2

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00012151	E02543	TO, TANYA L	09/22/2022	\$1,734.22
00012152	E01971	TRAN, CUONG K	09/22/2022	\$2,413.22
00012153	E02056	TRUONG, ELAINE	09/22/2022	\$1,895.83
00012154	E03983	VASQUEZ, LIZABETH C	09/22/2022	\$2,451.04
00012155	E04971	VITAL, ANDREA	09/22/2022	\$1,790.16
00012156	E02562	VO, THANH-NGUYEN	09/22/2022	\$1,884.93
00012157	E04944	ANDERSON CAMBA, ASHLEIGH R	09/22/2022	\$2,260.98
00012158	E04764	BRADLEY, JANNA K	09/22/2022	\$3,339.02
00012159	E03766	CERDA, MARY C	09/22/2022	\$2,244.55
00012160	E04673	HART, BRANDI M	09/22/2022	\$1,417.45
00012161	E04363	KWAN, LIANE Y	09/22/2022	\$3,707.46
00012162	E01985	LEE, JANY H	09/22/2022	\$4,284.90
00012163	E03420	PROCTOR, SHERRILL A	09/22/2022	\$2,483.04
00012164	E04417	STEPHENSON, CAITLYN M	09/22/2022	\$2,467.58
00012165	E02115	STOVER, LAURA J	09/22/2022	\$5,846.60
00012166	E04445	BROWN, KAREN J	09/22/2022	\$506.64
00012167	E03313	BUI, AI N	09/22/2022	\$1,705.52
00012168	E04961	CHAO, VICTORIA	09/22/2022	\$1,605.90
00012169	E03686	CHAVEZ, JAIME F	09/22/2022	\$1,798.83
00012170	E03760	CHUNG, JANET J	09/22/2022	\$3,263.48
00012171	E04957	CURTSEIT, MARIA	09/22/2022	\$2,037.82
00012172	E04960	FUKAZAWA, KEISUKE	09/22/2022	\$1,994.88
00012173	E05055	GAMINO, LINDA M	09/22/2022	\$1,392.62
00012174	E03134	GARCIA, SYLVIA	09/22/2022	\$2,723.78
00012175	E03429	GULLEY, SUSAN J	09/22/2022	\$973.28
00012176	E03016	HERNANDEZ, GARY F	09/22/2022	\$1,845.45
00012177	E04569	HOFFMAN, CORINNE L	09/22/2022	\$2,550.60
00012178	E04968	HONG, SEUNGBUM	09/22/2022	\$1,783.76
00012179	E04959	LE, KENNETH H	09/22/2022	\$1,496.32
00012180	E00057	MANALANSAN, NEAL M	09/22/2022	\$2,120.94
00012181	E01668	MAY, ROBERT W	09/22/2022	\$1,714.56
00012182	E01393	MENDEZ, ANGELA M	09/22/2022	\$2,464.74
00012183	E03628	MENDOZA, CHRISTI C	09/22/2022	\$1,915.69
00012184	E04958	NGO, TINA	09/22/2022	\$2,588.11
00012185	E04838	NIGATU, SELAMAWIT	09/22/2022	\$2,477.80

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Sep 22, 2022

Report Generated on Sep 22, 2022 11:00:12 AM

Page 3

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00012186	E01362	PETERSON, JENNIFER L	09/22/2022	\$2,158.97
00012187	E02429	PHAM, ANH	09/22/2022	\$1,881.16
00012188	E03610	RAMIREZ, EVA	09/22/2022	\$2,111.68
00012189	E05008	RAMOS, ASHLEY	09/22/2022	\$1,342.42
00012190	E04973	RAMOS, NANCY	09/22/2022	\$2,818.96
00012191	E03539	SEGAWA, SANDRA E	09/22/2022	\$3,812.43
00012192	E04780	SONG, YUAN	09/22/2022	\$6,552.41
00012193	E04859	VO, MY TRA	09/22/2022	\$2,963.85
00012194	E03433	WESTON, RETA J	09/22/2022	\$1,073.97
00012195	E04674	WHITTAKER DEGEN, HELEN E	09/22/2022	\$719.04
00012196	E04527	YOO, MEENA	09/22/2022	\$2,333.65
00012197	E04493	ANDREWS, STEVEN F	09/22/2022	\$2,516.57
00012198	E00845	CHANG, TERENCE S	09/22/2022	\$3,292.47
00012199	E03498	ESPINOZA, VERNA L	09/22/2022	\$2,690.88
00012200	E04523	GALLO, CESAR	09/22/2022	\$3,158.82
00012201	E04415	GOLD, ANNA L	09/22/2022	\$2,171.23
00012202	E04713	HINGCO, ERNIE E	09/22/2022	\$2,148.43
00012203	E02617	KLOESS, GEOFFREY A	09/22/2022	\$4,145.52
00012204	E03571	MORAGRAAN, RACHOT	09/22/2022	\$4,207.74
00012205	E01277	PROFFITT, NOEL J	09/22/2022	\$3,450.08
00012206	E01901	RAO, ANAND V	09/22/2022	\$5,457.05
00012207	E05027	SANCHEZ MENDOZA, ALFREDO	09/22/2022	\$2,068.95
00012208	E03384	SCHULZE, KATRENA J	09/22/2022	\$2,730.76
00012209	E04395	SWANSON, MATTHEW T	09/22/2022	\$1,976.58
00012210	E01674	VALENZUELA, ANTHONY	09/22/2022	\$1,687.83
00012211	E00809	VICTORIA, ROD T	09/22/2022	\$3,456.13
00012212	E03014	WILDER, CANDY G	09/22/2022	\$1,810.05
00012213	E03509	WINSTON, TERREL KEITH	09/22/2022	\$3,228.39
00012214	E03725	ABU HAMDIYYAH, AMEENAH	09/22/2022	\$2,141.67
00012215	E02996	ASHLEIGH, JULIE A	09/22/2022	\$2,098.05
00012216	E03161	AUSTIN, MICHAEL G	09/22/2022	\$2,843.74
00012217	E00740	BLODGETT, GREG	09/22/2022	\$4,154.81
00012218	E03808	CHENG, ALANA R	09/22/2022	\$3,029.26
00012219	E03601	CHUNG, CHRISTOPHER	09/22/2022	\$3,077.88
00012220	E03353	COVARRUBIAS, MONICA	09/22/2022	\$3,681.20

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Sep 22, 2022

Report Generated on Sep 22, 2022 11:00:12 AM

Page 4

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00012221	E00128	CRAMER, RITA M	09/22/2022	\$2,695.79
00012222	E04394	DAHLHEIMER, BRYSON T	09/22/2022	\$2,440.44
00012223	E04879	DAKE, RYAN J	09/22/2022	\$2,276.26
00012224	E04578	DENT, DAVID A	09/22/2022	\$4,609.46
00012225	E03697	GUERRERO, PAUL	09/22/2022	\$2,910.59
00012226	E03600	HARTWIG, TODD C	09/22/2022	\$2,891.23
00012227	E03531	HERNANDEZ, RALPH V	09/22/2022	\$2,372.66
00012228	E04855	HERRERA JR, ARMANDO	09/22/2022	\$767.85
00012229	E03410	HODSON, AARON J	09/22/2022	\$2,350.65
00012230	E04716	KASKLA, PRIIT J	09/22/2022	\$2,236.39
00012231	E04442	KIM, LISA L	09/22/2022	\$5,416.59
00012232	E03617	LEE, GRACE E	09/22/2022	\$2,828.58
00012233	E04490	LY, HUONG Q	09/22/2022	\$2,277.83
00012234	E03412	MARINO, LEE W	09/22/2022	\$4,617.85
00012235	E04194	MARTINEZ, MARIA L	09/22/2022	\$2,585.95
00012236	E03044	MOORE, JUDITH A	09/22/2022	\$2,188.83
00012237	E02895	MOURE, SVETLANA	09/22/2022	\$2,397.37
00012238	E04635	NGUYEN, PHU T	09/22/2022	\$3,945.62
00012239	E02842	PARRA, MARIA C	09/22/2022	\$3,324.00
00012240	E04992	ROBLES, ALFONSO	09/22/2022	\$2,470.78
00012241	E04408	THRONE, TIMOTHY E	09/22/2022	\$2,292.68
00012242	E04862	TRAN, JAKE P	09/22/2022	\$2,019.33
00012243	E05048	TUONG, NGHIA T	09/22/2022	\$2,137.31
00012244	E03643	ALVARADO, YOLANDA A	09/22/2022	\$2,074.48
00012245	E05009	ALVAREZ, CYNTHIA	09/22/2022	\$761.62
00012246	E04390	AMBRIZ, STEPHANIE	09/22/2022	\$540.62
00012247	E04978	AVINA, MIKAYLA M	09/22/2022	\$435.95
00012248	E04771	BAILOR, REBECCA J	09/22/2022	\$515.31
00012249	E04010	BAIRD, SARAH M	09/22/2022	\$172.10
00012250	E04988	BAUTISTA, BRENDA	09/22/2022	\$1,994.31
00012251	E04262	BEARD, ALEX C	09/22/2022	\$936.33
00012252	E02658	CAMARENA, RACHEL M	09/22/2022	\$2,262.93
00012253	E01588	CAMARENA, RENE	09/22/2022	\$2,436.55
00012254	E01902	CASILLAS, VICTORIA M	09/22/2022	\$2,070.89
00012255	E05058	CATAQUIZ, CHARLIZE N	09/22/2022	\$373.67

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Sep 22, 2022

Report Generated on Sep 22, 2022 11:00:12 AM

Page 5

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00012256	E04949	CEDILLO PADILLA, JESSICA	09/22/2022	\$646.90
00012257	E03304	CHUMACERO, DEANNA M	09/22/2022	\$1,340.60
00012258	E04611	CROSS, AMANDA D	09/22/2022	\$1,915.18
00012259	E04688	DELGADO CHAVEZ, MARLY	09/22/2022	\$76.03
00012260	E04653	DIAZ, GABRIELA	09/22/2022	\$574.68
00012261	E04794	DINH, AARON D	09/22/2022	\$200.67
00012262	E04679	FREEMAN, MARK C	09/22/2022	\$3,665.42
00012263	E05019	FUENTES, DIANA	09/22/2022	\$345.99
00012264	E04481	GARCIA, JARED D	09/22/2022	\$622.23
00012265	E04253	GARCIA, VANESSA L	09/22/2022	\$165.94
00012266	E03337	GODDARD, JENNIFER DANIELLE	09/22/2022	\$2,762.35
00012267	E03877	GOMEZ, STEVEN E	09/22/2022	\$911.30
00012268	E04982	GONZALEZ, KATHERYN	09/22/2022	\$722.64
00012269	E00940	GRANT, JACOB R	09/22/2022	\$2,564.63
00012270	E04967	HASHEMI, SETAREH	09/22/2022	\$593.98
00012271	E05032	LEE, JASON J	09/22/2022	\$359.83
00012272	E04682	LOPEZ, KALYSTA N	09/22/2022	\$76.12
00012273	E03603	MA AE, ELAINE M	09/22/2022	\$3,101.93
00012274	E01552	MEDINA, JESUS	09/22/2022	\$1,875.42
00012275	E00455	MEDINA, JUAN	09/22/2022	\$2,424.11
00012276	E05038	MILLER, RUBY C	09/22/2022	\$138.40
00012277	E02808	MONTANCHEZ, JOHN A	09/22/2022	\$5,673.47
00012278	E05022	MUNOZ, JULIANNE I	09/22/2022	\$114.04
00012279	E04947	NGUYEN, ALEXANDER H	09/22/2022	\$408.27
00012280	E05052	NGUYEN, RYAN N	09/22/2022	\$521.11
00012281	E04391	NICHOLAS, NOEL N	09/22/2022	\$1,324.87
00012282	E04931	NODAL, NATALIE	09/22/2022	\$179.91
00012283	E00785	OCADIZ HERNANDEZ, GABRIELA	09/22/2022	\$5,272.30
00012284	E04965	ORDUNO, SAMANTHA	09/22/2022	\$435.95
00012285	E03881	PANGAN, CHRISTIAN	09/22/2022	\$26.03
00012286	E03361	PELAYO, JANET E	09/22/2022	\$3,923.44
00012287	E04777	PHAN, EDOUARD T	09/22/2022	\$172.14
00012288	E03893	PICKRELL, ARIELLE	09/22/2022	\$77.81
00012289	E04463	PUAILOA, SHADY S	09/22/2022	\$669.51
00012290	E02754	REYNOSO, SUGEIRY	09/22/2022	\$2,661.87

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Sep 22, 2022

Report Generated on Sep 22, 2022 11:00:12 AM

Page 6

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00012291	E04646	RIVERA, CATIA J	09/22/2022	\$211.96
00012292	E03362	ROMERO, MARINA Y	09/22/2022	\$2,097.94
00012293	E04684	ROSALES, MARIA D	09/22/2022	\$433.38
00012294	E04614	ROSAS, TANYA	09/22/2022	\$250.88
00012295	E05025	SABGA, INGRID D	09/22/2022	\$549.76
00012296	E04620	SALDIVAR, DIANA	09/22/2022	\$221.88
00012297	E01893	SAUCEDO, DANA MARIE	09/22/2022	\$2,054.23
00012298	E00925	SCHLUMBERGER, EMERON J	09/22/2022	\$1,071.89
00012299	E04926	SERNA, SAMANTHA M	09/22/2022	\$360.61
00012300	E05016	SIERRA, AILEEN S	09/22/2022	\$477.47
00012301	E04795	SIEVE, MYCHAELLA J	09/22/2022	\$377.31
00012302	E03895	SMITH, REBECCA S	09/22/2022	\$340.63
00012303	E05030	TRIGGS, MARY SHANNON	09/22/2022	\$112.02
00012304	E04924	TU, KATHY	09/22/2022	\$249.11
00012305	E01396	VALDIVIA, CLAUDIA	09/22/2022	\$3,475.18
00012306	E00015	VAN SICKLE, JEFFREY	09/22/2022	\$2,714.18
00012307	E04687	VARGAS, SAMANTHA B	09/22/2022	\$455.01
00012308	E05046	VARGAS-CABRERA, ARMANDO	09/22/2022	\$262.95
00012309	E05017	VARGAS-SERNA, KELLY	09/22/2022	\$547.15
00012310	E04478	VENCES, JOSHUA	09/22/2022	\$197.01
00012311	E03085	VICTORIA, PAUL E	09/22/2022	\$1,513.09
00012312	E05018	VILLEGAS, MIA A	09/22/2022	\$193.75
00012313	E04609	VIRAMONTES, JACOB D	09/22/2022	\$315.14
00012314	E04274	WILMES, DAVID M	09/22/2022	\$757.18
00012315	E04734	ACOSTA, GIOVANNI	09/22/2022	\$2,762.18
00012316	E03819	ALAMILLO, MARCOS R	09/22/2022	\$4,091.19
00012317	E03712	ALARCON, CLAUDIA	09/22/2022	\$7,447.72
00012318	E05029	ALARID, DAVID M	09/22/2022	\$1,885.69
00012319	E03616	ALCARAZ, MARIA A	09/22/2022	\$2,558.37
00012320	E00121	ALLISON, WILLIAM	09/22/2022	\$8,206.41
00012321	E04873	ALVARADO, MADELINE M	09/22/2022	\$1,812.95
00012322	E04080	ALVAREZ BROWN, RICHARD A	09/22/2022	\$3,542.71
00012323	E05028	AMAYA, JOSE J	09/22/2022	\$1,886.90
00012324	E03011	ANDERSON, BOBBY B	09/22/2022	\$3,804.87
00012325	E05040	ARCHULETA, ANDREW M	09/22/2022	\$1,551.38

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Sep 22, 2022

Report Generated on Sep 22, 2022 11:00:12 AM

Page 7

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00012326	E01234	ARELLANO, PEDRO R	09/22/2022	\$4,228.43
00012327	E04875	ARROYO, SANDRA M	09/22/2022	\$2,051.45
00012328	E04497	ASHBAUGH, TIMOTHY R	09/22/2022	\$3,535.16
00012329	E03397	ASHBY, PAUL W	09/22/2022	\$3,923.02
00012330	E04719	ATWOOD, MARIA S	09/22/2022	\$2,670.28
00012331	E04613	AVALOS JR, FRANCISCO	09/22/2022	\$2,839.12
00012332	E04550	BAEK, SHARON S	09/22/2022	\$2,297.14
00012333	E05062	BAEZ, JASMIN	09/22/2022	\$480.92
00012334	E04209	BAINTO, JUDY A	09/22/2022	\$564.19
00012335	E04778	BAKER, COLLIN E	09/22/2022	\$3,841.72
00012336	E03005	BANKSON, JOHN F	09/22/2022	\$4,409.32
00012337	E04645	BARRAZA, RENE	09/22/2022	\$3,770.10
00012338	E05041	BARRIOS-ROA, JAYDE D.	09/22/2022	\$1,791.77
00012339	E04432	BEHZAD, JOSHUA K	09/22/2022	\$3,025.73
00012340	E04951	BELLO, ANGELICA	09/22/2022	\$2,140.83
00012341	E03006	BELTHIUS, LISA A	09/22/2022	\$92.87
00012342	E04976	BELTHIUS, TYLER E	09/22/2022	\$484.39
00012343	E04753	BERENGER, BEAU A	09/22/2022	\$5,422.53
00012344	E03296	BERESFORD, EVAN S	09/22/2022	\$4,704.79
00012345	E01604	BERLETH, RYAN S	09/22/2022	\$4,560.51
00012346	E03443	BLUM, JAMES A	09/22/2022	\$3,525.46
00012347	E04149	BOGUE, SUMMER A	09/22/2022	\$2,915.71
00012348	E03363	BOWEN, GENA M	09/22/2022	\$2,118.13
00012349	E04767	BOWMAN, TROY F	09/22/2022	\$2,770.65
00012350	E04963	BOYENS III, ROBERT	09/22/2022	\$3,215.01
00012351	E00946	BRAME, KAREN D	09/22/2022	\$2,205.63
00012352	E04803	BRANTNER, BRITTANEE N	09/22/2022	\$1,765.62
00012353	E03380	BROWN, JEFFREY A	09/22/2022	\$5,803.93
00012354	E03968	BRUNICK, CARISSA L	09/22/2022	\$2,110.25
00012355	E02031	BURILLO, RICHARD O	09/22/2022	\$6,394.55
00012356	E03972	BUSTILLOS, RYAN V	09/22/2022	\$4,004.00
00012357	E03964	CAMARA, DANIEL A	09/22/2022	\$3,155.23
00012358	E04074	CAMPOS, JESENIA	09/22/2022	\$2,225.21
00012359	E03739	CAPPS, THOMAS A	09/22/2022	\$5,187.17
00012360	E05002	CARBALLO, MILTON A	09/22/2022	\$2,613.80

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Sep 22, 2022

Report Generated on Sep 22, 2022 11:00:12 AM

Page 8

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00012361	E02372	CENTENO, JUAN C	09/22/2022	\$5,307.13
00012362	E03607	CHANG, DAVID Y H	09/22/2022	\$3,715.79
00012363	E04867	CHAPPELL, SHYLER R.D.	09/22/2022	\$2,193.36
00012364	E03481	CHAURAN HAIRGROVE, TAMMY L	09/22/2022	\$2,470.18
00012365	E04498	CHEATHAM, JEROME L	09/22/2022	\$3,555.68
00012366	E01541	CHO, HAN J	09/22/2022	\$5,892.71
00012367	E03423	CHOWDHURY, JACINTA F	09/22/2022	\$1,838.68
00012368	E04414	CHUNG, RANDY G	09/22/2022	\$323.86
00012369	E00003	CIBOSKY, COURTNEY P	09/22/2022	\$3,361.02
00012370	E04539	CLASBY JR, BRIAN M	09/22/2022	\$108.65
00012371	E04062	COOPMAN, AARON J	09/22/2022	\$3,370.68
00012372	E04872	CORNETT, KRISTINA L	09/22/2022	\$1,607.03
00012373	E04832	CORTEZ JR, DARRYL B	09/22/2022	\$2,888.12
00012374	E04666	CORTEZ, JULIO C	09/22/2022	\$3,071.11
00012375	E01875	COUGHRAN, ADAM B	09/22/2022	\$0.00
00012376	E01796	COULTER, GARY L	09/22/2022	\$3,299.21
00012377	E04555	CRUZ, REYNA	09/22/2022	\$2,124.23
00012378	E01364	DALTON, BRIAN D	09/22/2022	\$4,875.63
00012379	E04874	DANG, JOHN	09/22/2022	\$1,175.99
00012380	E00126	DANIELEY III, CHARLIE	09/22/2022	\$41,660.39
00012381	E01951	DANIELSON, PAUL E	09/22/2022	\$1,937.40
00012382	E01968	DARE, THOMAS R	09/22/2022	\$10,451.46
00012383	E04503	DAVILA, ISAAC	09/22/2022	\$3,234.14
00012384	E04431	DE ALMEIDA LOPES, NICHOLAS A	09/22/2022	\$3,503.78
00012385	E04731	DE PADUA, TANNER C	09/22/2022	\$3,708.35
00012386	E03691	DELGADO JR, JUAN L	09/22/2022	\$4,690.55
00012387	E03395	DIX, JENNIFER A	09/22/2022	\$3,321.37
00012388	E02313	DOSCHER, RONALD A	09/22/2022	\$2,988.19
00012389	E04586	DOVEAS, CHRISTOPHER C	09/22/2022	\$378.56
00012390	E04281	DRISCOLL, RUSSELL B	09/22/2022	\$2,193.03
00012391	E04844	DUARTE, TAYLOR M	09/22/2022	\$3,201.29
00012392	E04720	DUDLEY, BROD D	09/22/2022	\$2,739.47
00012393	E03625	EARLE, CHRISTOPHER M	09/22/2022	\$3,715.46
00012394	E03740	EL FARRA, AMIR A	09/22/2022	\$5,263.77
00012395	E03927	ELHAMI, MICHAEL K	09/22/2022	\$29,626.01

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Sep 22, 2022

Report Generated on Sep 22, 2022 11:00:12 AM

Page 9

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00012396	E03933	ELIZONDO, BENJAMIN M	09/22/2022	\$3,697.84
00012397	E04016	ELIZONDO, FLOR DE LIS	09/22/2022	\$2,726.04
00012398	E01598	ELSOUSOU, HELENA	09/22/2022	\$3,409.28
00012399	E02734	ESCALANTE, OTTO J	09/22/2022	\$5,623.14
00012400	E04334	ESCOBEDO, JOSHUA N	09/22/2022	\$4,348.29
00012401	E02724	ESTLOW, STEPHEN C	09/22/2022	\$3,711.17
00012402	E04358	ESTRADA MONSANTO, MICHELLE N	09/22/2022	\$3,790.22
00012403	E04748	FAJARDO, JESUS	09/22/2022	\$0.00
00012404	E04303	FERREIRA JR, HECTOR	09/22/2022	\$3,345.54
00012405	E01663	FERRIN, KORY C	09/22/2022	\$4,550.73
00012406	E03976	FIGUEREDO, GEORGE R	09/22/2022	\$3,584.50
00012407	E02838	FISCHER, JAMES D	09/22/2022	\$226.59
00012408	E04774	FLINN, PATRICIA C	09/22/2022	\$2,836.74
00012409	E02887	FOSTER, VICTORIA M	09/22/2022	\$1,574.75
00012410	E04033	FRANCISCO, KATHERINE M	09/22/2022	\$1,999.76
00012411	E02963	FRANKS, JAMES D	09/22/2022	\$5,023.11
00012412	E04747	FRESENIUS, ROBERT D	09/22/2022	\$3,930.76
00012413	E00903	FRUTOS, VERONICA	09/22/2022	\$2,170.93
00012414	E04729	GARCIA, JOSEPH A	09/22/2022	\$2,969.84
00012415	E03086	GARCIA, PETE	09/22/2022	\$4,828.98
00012416	E03659	GARNER, AMANDA B	09/22/2022	\$1,229.42
00012417	E02606	GEORGE, DAVID L	09/22/2022	\$2,284.40
00012418	E04351	GERDIN, MICHAEL E	09/22/2022	\$3,301.74
00012419	E04542	GIFFORD, ROBERT J	09/22/2022	\$3,938.58
00012420	E04658	GIRGENTI, BRIAN C	09/22/2022	\$4,465.85
00012421	E04401	GLEASON, SEAN M	09/22/2022	\$3,529.41
00012422	E04917	GOMEZ, JESUS	09/22/2022	\$2,392.57
00012423	E04863	GONZALEZ JR, GONZALO	09/22/2022	\$3,256.95
00012424	E05003	HA, DANNY	09/22/2022	\$2,893.88
00012425	E04732	HADDEN, TRAVIS J	09/22/2022	\$2,851.32
00012426	E04787	HALEY, KYLE N	09/22/2022	\$2,670.36
00012427	E03527	HALLER, TROY	09/22/2022	\$5,432.66
00012428	E03402	HEINE, STEVEN H	09/22/2022	\$4,868.61
00012429	E02469	HERRERA, JOSE D	09/22/2022	\$4,389.54
00012430	E04244	HINGCO, PINKY C	09/22/2022	\$2,515.97

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Sep 22, 2022

Report Generated on Sep 22, 2022 11:00:12 AM

Page 10

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00012431	E03713	HOLLOWAY, WILLIAM T	09/22/2022	\$4,095.85
00012432	E04739	HOWARD, JASON A	09/22/2022	\$3,681.88
00012433	E04654	HURLEY, KIRK P	09/22/2022	\$3,292.54
00012434	E04089	HUTCHINS, DONALD J	09/22/2022	\$4,172.02
00012435	E03815	HUYNH, AI KELLY	09/22/2022	\$2,372.50
00012436	E03559	HUYNH, THI A	09/22/2022	\$3,404.47
00012437	E04915	ITURRALDE, JENNIFER L	09/22/2022	\$1,146.05
00012438	E04583	JENSEN, MICHAEL J	09/22/2022	\$4,811.34
00012439	E02935	JENSEN, NICKOLAS K	09/22/2022	\$4,300.52
00012440	E04587	JIMENEZ JR, EFRAIN A	09/22/2022	\$3,808.90
00012441	E04781	JIMENEZ TAVAREZ, SERGIO J	09/22/2022	\$2,320.96
00012442	E04655	JOHNSON, CODY M	09/22/2022	\$2,932.33
00012443	E03368	JOHNSON, JASON L	09/22/2022	\$4,020.00
00012444	E03831	JORDAN, GERALD F	09/22/2022	\$4,026.56
00012445	E04610	JORDAN, VICTORIA A	09/22/2022	\$226.11
00012446	E04444	JULIENNE, PATRICK R	09/22/2022	\$3,413.51
00012447	E04559	KELLEY, KRISTOFER D	09/22/2022	\$5,320.47
00012448	E04353	KEUILIAN, SHELBY	09/22/2022	\$3,094.17
00012449	E04663	KIM, CHAD B	09/22/2022	\$2,889.60
00012450	E04538	KIMBERLY, ALLYSON L	09/22/2022	\$2,016.15
00012451	E03932	KIVLER, ROBERT J	09/22/2022	\$2,814.52
00012452	E03389	KOLANO, JOSEPH L	09/22/2022	\$2,784.96
00012453	E03294	KOVACS, LEA K	09/22/2022	\$3,916.39
00012454	E05000	KOVACS, TIMOTHY M	09/22/2022	\$2,909.39
00012455	E04669	KOVACS, TIMOTHY P	09/22/2022	\$5,001.35
00012456	E03484	KUNKEL, PETER M	09/22/2022	\$4,272.42
00012457	E04804	LADD, LAUREN M	09/22/2022	\$2,635.76
00012458	E04857	LANG, MICHAEL J	09/22/2022	\$4,037.64
00012459	E03511	LAZENBY, NICHOLAS A	09/22/2022	\$5,063.57
00012460	E04877	LE, BAO TINH THI	09/22/2022	\$1,954.25
00012461	E04021	LEE, RAPHAEL M	09/22/2022	\$3,177.76
00012462	E04970	LEIVA, EDUARDO C	09/22/2022	\$5,753.38
00012463	E03488	LEYVA, ERICK	09/22/2022	\$4,678.28
00012464	E04541	LINK, DEREK M	09/22/2022	\$4,896.81
00012465	E00030	LOERA JR, RAFAEL	09/22/2022	\$5,437.64

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Sep 22, 2022

Report Generated on Sep 22, 2022 11:00:12 AM

Page 11

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00012466	E05033	LOFFLER, CHARLES H	09/22/2022	\$5,311.33
00012467	E02645	LOPEZ, DAVID	09/22/2022	\$3,923.52
00012468	E05066	LORD, MARK A	09/22/2022	\$4,741.08
00012469	E04581	LOWEN, BRADLEY A	09/22/2022	\$3,521.16
00012470	E04761	LUCATERO, JESSE A	09/22/2022	\$2,858.22
00012471	E00027	LUKAS, STEVEN W	09/22/2022	\$2,220.23
00012472	E04048	LUX, ROBERT D	09/22/2022	\$2,702.10
00012473	E03663	LUX, RYAN M	09/22/2022	\$4,543.77
00012474	E04772	LY, LINDALINH THU	09/22/2022	\$1,626.44
00012475	E04661	MACHUCA, ROBERTO	09/22/2022	\$6,724.78
00012476	E03752	MACY, TAYLOR A	09/22/2022	\$3,598.30
00012477	E04532	MANIACI, GIANLUCA F	09/22/2022	\$4,456.31
00012478	E04435	MARCHAND, MATTHEW P	09/22/2022	\$5,554.75
00012479	E01359	MARTINEZ JR, MARIO	09/22/2022	\$5,178.25
00012480	E04974	MARTINEZ, JUANITA PATRICIA	09/22/2022	\$2,063.47
00012481	E02792	MATA, RAQUEL D	09/22/2022	\$954.79
00012482	E04656	MAZON, JORGE L	09/22/2022	\$3,202.61
00012483	E02796	MCFARLANE, MARIA C	09/22/2022	\$2,881.55
00012484	E06761	MEEKS, REBECCA S	09/22/2022	\$4,198.75
00012485	E03826	MEERS, BRYAN J	09/22/2022	\$4,495.31
00012486	E02655	MENDOZA CAMPOS, MELISSA	09/22/2022	\$3,644.41
00012487	E04402	MERRILL, KENNETH E	09/22/2022	\$624.30
00012488	E03965	MIHALIK, DANNY J	09/22/2022	\$5,628.41
00012489	E04840	MONTOYA, DAWN M	09/22/2022	\$1,737.97
00012490	E04865	MORIN, LINDA M	09/22/2022	\$3,921.69
00012491	E04352	MORSE, JEREMY N	09/22/2022	\$5,061.13
00012492	E01940	MORTON, NATHAN D	09/22/2022	\$3,978.46
00012493	E04454	MOSER, MICHAEL A	09/22/2022	\$3,170.74
00012494	E03929	MURILLO JR, RAUL	09/22/2022	\$5,430.89
00012495	E04626	MURO, JASON M	09/22/2022	\$5,853.55
00012496	E04577	MUSCHETTO, PATRICK J	09/22/2022	\$2,509.51
00012497	E03422	NADOLSKI, THOMAS R	09/22/2022	\$2,484.68
00012498	E04111	NEELY, JACOB J	09/22/2022	\$2,326.40
00012499	E04436	NGUYEN, JEFFREY C	09/22/2022	\$3,685.24
00012500	E02813	NGUYEN, TRINA T	09/22/2022	\$1,965.35

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Sep 22, 2022

Report Generated on Sep 22, 2022 11:00:12 AM

Page 12

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00012501	E04540	NIKOLIC, ADAM C	09/22/2022	\$5,253.68
00012502	E05054	NUNEZ, BREANNE S	09/22/2022	\$1,648.14
00012503	E03350	OLIVO, JOSHUA T	09/22/2022	\$4,409.75
00012504	E04035	ORTIZ, STEVEN TRUJILLO	09/22/2022	\$4,466.36
00012505	E03427	PANELLA, JOSEPH N	09/22/2022	\$2,244.21
00012506	E04910	PAQUA, BRANDON J	09/22/2022	\$2,867.59
00012507	E01948	PARK, BRANDY J	09/22/2022	\$3,233.97
00012508	E02995	PAYAN, CRISTINA V	09/22/2022	\$2,463.89
00012509	E00824	PAYAN, LUIS A	09/22/2022	\$5,147.87
00012510	E04843	PEREZ, EMMANUEL	09/22/2022	\$2,961.05
00012511	E00145	PERKINS, JASON S	09/22/2022	\$5,285.08
00012512	E04429	PHAM, PHILLIP H	09/22/2022	\$4,089.21
00012513	E06938	PLUARD, DOUGLAS A	09/22/2022	\$4,661.16
00012514	E03299	POLOPEK, COREY T	09/22/2022	\$3,710.53
00012515	E05050	QUANG, DENNIS	09/22/2022	\$3,437.00
00012516	E04788	QUIROZ, LUIS A	09/22/2022	\$2,614.44
00012517	E03967	RAMIREZ OROZCO, SINDY	09/22/2022	\$3,018.18
00012518	E04955	RAMIREZ, KAYLYN C	09/22/2022	\$2,062.76
00012519	E03390	RAMIREZ, LUIS F	09/22/2022	\$4,326.24
00012520	E05021	RAMIREZ, TERRA M	09/22/2022	\$3,404.86
00012521	E05049	RAMOS, DAVID N	09/22/2022	\$3,408.74
00012522	E04914	RAMOS, RODOLFO B	09/22/2022	\$534.71
00012523	E03217	RANEY, JOHN E	09/22/2022	\$4,302.47
00012524	E04941	RASMUSSEN, TRENTON L	09/22/2022	\$2,474.65
00012525	E04659	REED, THOMAS S	09/22/2022	\$5,701.79
00012526	E03486	REYES, RON A	09/22/2022	\$4,048.30
00012527	E04911	RICHARDS, BRYANT D	09/22/2022	\$2,520.09
00012528	E04437	RICHMOND, RYAN R	09/22/2022	\$3,600.65
00012529	E04860	ROCHA, RUDY A	09/22/2022	\$509.85
00012530	E04738	RODRIGUEZ, DANIEL	09/22/2022	\$3,755.18
00012531	E04082	RODRIGUEZ, JENNIFER M	09/22/2022	\$2,412.33
00012532	E05001	RODRIGUEZ, RYAN ELIJAH	09/22/2022	\$2,893.42
00012533	E04438	ROGERS, CHRISTIN E	09/22/2022	\$4,072.13
00012534	E04385	ROJAS, ASHLEY C	09/22/2022	\$2,217.32
00012535	E04507	ROMBOUGH, JENNIFER V	09/22/2022	\$2,065.35

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Sep 22, 2022

Report Generated on Sep 22, 2022 11:00:12 AM

Page 13

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00012536	E04552	RUZIECKI, ERIC T	09/22/2022	\$4,065.86
00012537	E02845	SALAZAR, SEAN M	09/22/2022	\$3,082.79
00012538	E04845	SALGADO JR., ALFREDO	09/22/2022	\$2,664.65
00012539	E03297	SAMOFF, TANYA L	09/22/2022	\$3,367.03
00012540	E02646	SANTANA, LINO G	09/22/2022	\$10,131.48
00012541	E03035	SEYMOUR, SUSAN A I	09/22/2022	\$2,609.74
00012542	E04282	SHELGREN, CHRISTOPHER M	09/22/2022	\$3,278.15
00012543	E04616	SHIPLEY, AARON T	09/22/2022	\$2,439.49
00012544	E02937	SHORROW, NICOLE D	09/22/2022	\$3,682.09
00012545	E04864	SILVA, LEVI JOENIEL	09/22/2022	\$2,886.74
00012546	E04576	SIMONS, SHAYLEN L	09/22/2022	\$3,834.60
00012547	E04934	SLETTVET, HEATHER P	09/22/2022	\$2,420.34
00012548	E02587	SOSEBEE, DANNY J	09/22/2022	\$2,464.97
00012549	E03563	SPELLMAN, MARSHA D	09/22/2022	\$2,907.61
00012550	E04500	STAAL, GAREY D	09/22/2022	\$4,018.16
00012551	E03218	STARNES, CHARLES W	09/22/2022	\$5,693.12
00012552	E03761	STEPHENSON III, ROBERT M	09/22/2022	\$5,262.41
00012553	E04584	STROUD, BRIAN T	09/22/2022	\$5,940.01
00012554	E02979	TESSIER, PAUL M	09/22/2022	\$4,125.44
00012555	E04449	TRAN, SPENCER T	09/22/2022	\$2,542.58
00012556	E02982	VAICARO, VINCENTE J	09/22/2022	\$4,883.45
00012557	E03053	VALENCIA, EDGAR	09/22/2022	\$4,188.66
00012558	E04667	VAUGHN, CALEB I	09/22/2022	\$402.18
00012559	E04977	VAZQUEZ, BRIAN M	09/22/2022	\$484.39
00012560	E04434	VELLANOWETH, KIMBRA S	09/22/2022	\$2,797.50
00012561	E04903	VIGIL, DANIEL C	09/22/2022	\$3,169.55
00012562	E03022	VU, TUONG-VAN NGUYEN	09/22/2022	\$2,568.47
00012563	E04730	VU, TYLER D	09/22/2022	\$646.62
00012564	E01905	WAINWRIGHT, JONATHAN B	09/22/2022	\$4,319.35
00012565	E03220	WARDLE, DENNIS	09/22/2022	\$4,650.68
00012566	E03213	WARDLE, SANTA	09/22/2022	\$2,710.75
00012567	E04758	WEYKER, CHRYSYAL L	09/22/2022	\$1,863.08
00012568	E03930	WHITNEY, CHERYL L	09/22/2022	\$1,879.61
00012569	E03305	WIMMER, ROYCE C	09/22/2022	\$12,657.64
00012570	E04762	WREN, DANIELLE E	09/22/2022	\$5,302.10

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Sep 22, 2022

Report Generated on Sep 22, 2022 11:00:12 AM

Page 14

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00012571	E04763	WRIGHT, SARAH A	09/22/2022	\$2,917.81
00012572	E04856	XU, DUO	09/22/2022	\$3,381.21
00012573	E03543	YELENSKY, SHANNON M	09/22/2022	\$1,891.27
00012574	E04156	YERGLER, JOHN J	09/22/2022	\$7,001.95
00012575	E04722	YNIGUEZ, COLE A	09/22/2022	\$2,581.37
00012576	E01978	ZMIJA, ADAM D	09/22/2022	\$5,013.77
00012577	E04517	AGUIRRE, ALFRED J	09/22/2022	\$3,358.60
00012578	E01626	AGUIRRE, ANSELMO	09/22/2022	\$2,174.43
00012579	E04451	AGUIRRE, ANTHONY U	09/22/2022	\$356.61
00012580	E04631	ANDREI, IOAN	09/22/2022	\$1,127.29
00012581	E04678	BABINSKI IV, SYLVESTER A	09/22/2022	\$2,052.24
00012582	E04336	BECERRA, RODOLPHO M	09/22/2022	\$2,342.97
00012583	E04972	BECERRA-SAMANIEGO JR, GABRIEL	09/22/2022	\$1,579.42
00012584	E04770	BELL, DONEISHA L	09/22/2022	\$587.58
00012585	E01255	BOS, MICHAEL C	09/22/2022	\$2,265.27
00012586	E04650	BUCHLER, RAYMOND A	09/22/2022	\$1,630.63
00012587	E01584	CANDELARIA, DANIEL J	09/22/2022	\$4,556.01
00012588	E04300	CANO, EDGAR A	09/22/2022	\$2,265.75
00012589	E03828	CANTRELL, JEFFREY G	09/22/2022	\$2,626.05
00012590	E05063	CARRILLO, GEORGE	09/22/2022	\$1,818.70
00012591	E03811	CARRISOZA, ALBERT J	09/22/2022	\$2,339.47
00012592	E00916	CARTER, PHILLIP J	09/22/2022	\$3,434.91
00012593	E04869	CHAVEZ, DAMIAN JESUS	09/22/2022	\$721.53
00012594	E04551	CONTRERAS, GABRIELA R	09/22/2022	\$3,005.42
00012595	E03518	COTTON, JULIE T	09/22/2022	\$1,860.34
00012596	E03807	DE LA ROSA, VINCENT L	09/22/2022	\$3,215.79
00012597	E03736	DIBAJ, KAMYAR	09/22/2022	\$3,759.52
00012598	E04989	DOCHERTY, PAUL	09/22/2022	\$556.28
00012599	E02515	DUVALL, RICK L	09/22/2022	\$2,673.57
00012600	E04514	ESPINOZA, ERIC M	09/22/2022	\$2,052.37
00012601	E03733	ESPINOZA, JULIA	09/22/2022	\$1,333.13
00012602	E05957	FERNANDEZ, ARYANA C	09/22/2022	\$299.91
00012603	E03405	FERNANDEZ, CECELIA A	09/22/2022	\$1,293.41
00012604	E04997	FLORES, ANTHONY	09/22/2022	\$677.16
00012605	E04990	FLORES, MITCHELL C	09/22/2022	\$833.54

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Sep 22, 2022

Report Generated on Sep 22, 2022 11:00:12 AM

Page 15

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00012606	E00558	FREGOSO, ALICE K	09/22/2022	\$2,192.42
00012607	E05037	GAINES, JEFFREY S	09/22/2022	\$740.66
00012608	E05010	GALVAN, EDGAR	09/22/2022	\$919.39
00012609	E04754	GARCIA, ALICIA R	09/22/2022	\$1,681.09
00012610	E04677	GIROUARD, CASEY G	09/22/2022	\$1,811.92
00012611	E04629	GOMEZ, DIANA	09/22/2022	\$957.70
00012612	E03341	GONZALEZ, JORGE	09/22/2022	\$1,248.71
00012613	E04473	GOUNTOUMA, SOUMELIA K	09/22/2022	\$2,485.54
00012614	E03400	GREENE, MICHAEL R	09/22/2022	\$2,169.62
00012615	E03685	GUZMAN, JESSE	09/22/2022	\$3,176.93
00012616	E04299	HANSEN, AARON R	09/22/2022	\$1,973.07
00012617	E03523	HARO, GLORIA A	09/22/2022	\$1,284.46
00012618	E03759	HERNANDEZ, HERMILO	09/22/2022	\$2,771.44
00012619	E04622	HOFER, ALICIA M	09/22/2022	\$2,097.90
00012620	E02874	HOLMON III, ALBERT J	09/22/2022	\$3,902.15
00012621	E04347	HSIEH, NICOLAS C	09/22/2022	\$3,950.24
00012622	E03588	HUYNH, HUY HOA	09/22/2022	\$2,433.50
00012623	E04831	ILFELD, MATTHEW D	09/22/2022	\$1,519.56
00012624	E01907	JACOT, ROSEMARIE	09/22/2022	\$2,348.58
00012625	E04296	JOHNSON, ERIC W	09/22/2022	\$2,007.23
00012626	E04979	JURADO, MICHAEL	09/22/2022	\$1,278.69
00012627	E04470	KAYLOR, BRENT	09/22/2022	\$2,498.96
00012628	E04728	KHALIL, MARK M	09/22/2022	\$2,228.76
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00012630	E02852	LADNEY, MARK W	09/22/2022	\$4,465.87
00012631	E04769	LAMAS, LEONEL A	09/22/2022	\$1,051.11
00012632	E03813	LEWIS, SHAN L	09/22/2022	\$3,280.87
00012633	E03301	LEYVA, RAUL	09/22/2022	\$3,188.63
00012634	E05006	MARQUEZ, STEVEN ADAM	09/22/2022	\$1,349.57
00012635	E05364	MARU, NAVIN B	09/22/2022	\$3,639.49
00012636	E04665	MEJIA, DIEGO A	09/22/2022	\$1,986.90
00012637	E03493	MENDEZ, RIGOBERTO	09/22/2022	\$2,461.10
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00012639	E04724	MOORE, DOUGLAS A	09/22/2022	\$2,385.39
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CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Sep 22, 2022

Report Generated on Sep 22, 2022 11:00:12 AM

Page 16

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00012641	E04222	MOSS, DANIEL C	09/22/2022	\$1,523.34
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00012644	E04969	ORNELLAS, MICHAEL	09/22/2022	\$1,202.47
00012645	E03378	ORTIZ, STEVEN T	09/22/2022	\$2,573.63
00012646	E04999	ORTUNO, ANIBAL	09/22/2022	\$1,962.01
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00012648	E04567	POWELL, AUSTIN H	09/22/2022	\$2,356.85
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00012651	E04572	REED, MELVIN P	09/22/2022	\$1,802.55
00012652	E02058	REYES, DELFRADO C	09/22/2022	\$1,309.65
00012653	E04295	ROBLES, RAFAEL	09/22/2022	\$1,949.72
00012654	E04563	RODRIGUEZ, ADRIANNA M	09/22/2022	\$1,241.63
00012655	E05004	RUELAS, SERGIO	09/22/2022	\$707.08
00012656	E04289	SALDIVAR, RICARDO	09/22/2022	\$1,542.24
00012657	E04505	SANTOS, MICHAEL F	09/22/2022	\$3,503.95
00012658	E04215	SMOUSE, TREVOR G	09/22/2022	\$2,538.49
00012659	E04836	SOTO, WILLIAM A	09/22/2022	\$1,848.29
00012660	E03091	SUDDUTH, STEPHEN D	09/22/2022	\$2,812.36
00012661	E01625	TAPIA, LUIS A	09/22/2022	\$2,779.89
00012662	E04756	TARIN, ALEXIS P	09/22/2022	\$2,214.91
00012663	E03239	TAUANU U, STEVE J	09/22/2022	\$2,114.30
00012664	E04773	THURMAN JR, EDWIN O	09/22/2022	\$1,071.76
00012665	E08679	THURMAN, RODERICK	09/22/2022	\$1,860.32
00012666	E03480	TRIMBLE, EMILY H	09/22/2022	\$2,020.79
00012667	E04825	TRUJILLO, JOSEPH E	09/22/2022	\$1,499.09
00012668	E02482	UPHUS, MARK P	09/22/2022	\$4,573.25
00012669	E03681	VASQUEZ, JOSE A	09/22/2022	\$3,165.65
00012670	E02942	VERA, EVARISTO	09/22/2022	\$2,066.44
00012671	E03727	VERGARA NEAL, ANA G	09/22/2022	\$3,023.32
00012672	E03670	VITALI, SUSAN	09/22/2022	\$460.07
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00012674	E04362	VU, KHANG L	09/22/2022	\$3,342.67
00012675	E01619	WHITE, WILLIAM J	09/22/2022	\$2,374.17

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Sep 22, 2022

Report Generated on Sep 22, 2022 11:00:12 AM

Page 17

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00012676	E03414	WILLIAMS, HILLARD J	09/22/2022	\$211.06
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00012678	E05023	YNIGUEZ, KARISSA N	09/22/2022	\$2,378.75
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00012680	E03917	ALLEN, CHRISTOPHER L	09/22/2022	\$118.44
00012681	E04163	AMBRIZ GARCIA, EDWARD D	09/22/2022	\$1,485.47
00012682	E04784	BANUELOS, ALEJANDRO	09/22/2022	\$4,784.34
00012683	E04063	BERGER, JAN	09/22/2022	\$2,546.34
00012684	E00651	BERMUDEZ, ROBERT P	09/22/2022	\$3,439.48
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00012686	E00070	CANNON, TIM P	09/22/2022	\$6,571.40
00012687	E04365	DAN, CARINA M	09/22/2022	\$2,459.90
00012688	E04440	DAVIS, RYAN H	09/22/2022	\$1,921.42
00012689	E03051	DIEMERT, RONALD W	09/22/2022	\$2,293.29
00012690	E02718	ESCOBAR, CHRIS N	09/22/2022	\$5,689.85
00012691	E03688	GLENN, JEREMY J	09/22/2022	\$1,586.99
00012692	E01618	GOMEZ, JOSE	09/22/2022	\$2,160.17
00012693	E02701	GONZALEZ, ALEJANDRO	09/22/2022	\$3,405.98
00012694	E03763	GRIFFIN, LARRY	09/22/2022	\$3,668.39
00012695	E04828	GUERRERO, MICHAEL V	09/22/2022	\$3,019.07
00012696	E04018	HAENDIGES, ROBERT A	09/22/2022	\$3,536.17
00012697	E03575	HART, RYAN S	09/22/2022	\$5,409.85
00012698	E03701	HAYES, WALTER B	09/22/2022	\$3,540.05
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00012700	E03406	HUY, EDWARD A	09/22/2022	\$2,305.33
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00012702	E03534	KIM, SAMUEL K	09/22/2022	\$3,844.68
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00012704	E03988	LI, REBECCA PIK KWAN	09/22/2022	\$4,085.96
00012705	E02063	MA AE, DAVID	09/22/2022	\$2,228.34
00012706	E03249	MANSON, RAQUEL K	09/22/2022	\$2,828.18
00012707	E04837	MARTINEZ, ALFREDO	09/22/2022	\$2,048.48
00012708	E02124	MEISLAHN, TYLER	09/22/2022	\$2,211.46
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00012710	E04707	MORRIS, JUSTIN M	09/22/2022	\$1,857.10

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Sep 22, 2022

Report Generated on Sep 22, 2022 11:00:12 AM

Page 18

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00012711	E03590	MOYA JR, STEVEN J	09/22/2022	\$2,448.33
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00012719	E03582	ORTEGA, DAVID A	09/22/2022	\$2,879.89
00012720	E03578	PASILLAS, CELESTINO J	09/22/2022	\$3,059.87
00012721	E03170	PEARSON, WILLIAM F	09/22/2022	\$2,498.33
00012722	E04950	PHAM ADA, DYLLAN TUAN ANH	09/22/2022	\$366.56
00012723	E04805	POLIDORI, JESSICA J	09/22/2022	\$3,479.50
00012724	E02500	PORRAS, STEPHEN	09/22/2022	\$3,187.97
00012725	E07590	RUITENSCHILD, LES A	09/22/2022	\$3,537.97
00012726	E03926	RUIZ, JONATHAN	09/22/2022	\$10,350.28
00012727	E07690	SANTOS, ALEXIS	09/22/2022	\$2,010.74
00012728	E07692	SARMIENTO, ADRIAN M	09/22/2022	\$3,097.67
00012729	E04956	SON, TOMMY T	09/22/2022	\$2,296.30
00012730	E04301	TALAMANTES JR, ALBERT	09/22/2022	\$2,619.27
00012731	E04121	TRAN, MINH K	09/22/2022	\$2,423.98
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00012733	E08881	VALENZUELA, ALEJANDRO N	09/22/2022	\$4,325.11
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CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Sep 22, 2022

Report Generated on Sep 22, 2022 11:00:12 AM

Page 19

PY - Payroll

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00185157	E04994	GREENUP, BREANNA C	09/22/2022	\$619.67
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00185159	E05053	VU, VINNY X	09/22/2022	\$1,304.11
00185160	E05043	BARRAGAN, AUDREY A	09/22/2022	\$140.65
00185161	E05015	FALETOI, TERRY U	09/22/2022	\$492.82
00185162	E05069	GARCIA, VERONICA	09/22/2022	\$55.36
00185163	E04824	PACHECO, LAURA M	09/22/2022	\$69.20
00185164	E05042	TO, THOMAS A	09/22/2022	\$247.09
00185165	E05070	XOOL VARGAS, RUDY G	09/22/2022	\$55.36
00185166	E05064	FOX, LUCAS	09/22/2022	\$882.75
00185167	E05012	HODNETT, RYAN P	09/22/2022	\$320.90
00185168	E05065	LOMELI, JONATHAN	09/22/2022	\$656.00
00185169	E03529	ROCHA, MICHAEL F	09/22/2022	\$2,167.58
00185170	E05067	SANCHEZ, MARTIN	09/22/2022	\$730.50
00185171	E03145	DE LA ROSA, FRANK X	09/22/2022	\$1,973.47
00185172	E03446	JIMENEZ, VIDAL	09/22/2022	\$2,520.55
			Check:	16 \$14,522.89
			Total:	16 \$14,522.89



9/22/2022

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

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

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

Subject: Approval of a comprehensive Memorandum of Understanding with the Cities of Fountain Valley and Westminster for development of the future Central Cities Navigation Center at 13871 West Street; and approve an interim Lease Agreement with West St Investments LLC. (*Action Item*) Date: 10/11/2022

OBJECTIVE

Approve a comprehensive Memorandum of Understanding with the Cities of Fountain Valley and Westminster to advance development of the future Central Cities Navigation Center at 13871 West Street; and approve an interim Lease Agreement with West St Investments LLC.

BACKGROUND

Advancing the City’s efforts in addressing homelessness incorporates implementation of the City’s 2021 Comprehensive Strategic Plan to Address Homelessness (CSPAH), which serves as a five-year roadmap to identify pathways to connect homeless individuals to resources and programs. The table below details action items implemented since approval of the initial Memorandum of Understanding (MOU) with the cities of Fountain Valley and Westminster executed earlier in June 2022.

1	HOMELESSNESS WEBSITE	Development a comprehensive website portal. https://ggcity.org/endhomelessness
2	HOMELESS DATA DASHBOARD	Activated a Homeless Data Dashboard conveys the number of homeless and at-risk individuals assisted on a quarterly basis, as well as the funds expended to administer the six (6) eligible activities (Street Outreach, Emergency Shelter, Rapid Rehousing, Homelessness Prevention, and Workforce Development). https://ggcity.org/endhomelessness/dashboard

3	STREET OUTREACH	Provide Street Outreach services in coordination with the Garden Grove Police Department - Special Resource Team (SRT) and a local non-profit to support individuals who are homeless. https://ggcity.org/endhomelessness/street-outreach
4	BE WELL OC	Deployment of an 18-month Mobile Response Team program address certain mental health calls for service. https://ggcity.org/be-well-oc-garden-grove
5	WEBINAR(S)	Collaborated with United Way through their United to End Homelessness Initiative to facilitate informational webinars about Homelessness 101 and Navigation Center 101. https://ggcity.org/endhomelessness
6	TRI-CITIES MEMORANDUM OF UNDERSTANDING	Approval of the Memorandum of Understanding (MOU) with the cities of Fountain Valley and Westminster to jointly collaborate, develop and contribute funding for a future navigation center. https://ggcity.org/navigation-center
7	NEW NAVIGATION CENTER WEBPAGE	Added the Future Navigation Center resource webpage along with an FAQ summary. https://ggcity.org/navigation-center .
8	COMMUNITY ENGAGEMENT	Hosted two (2) community meetings on August 17, and 30, 2022 to share information about the future navigation center. https://ggcity.org/navigation-center
9	PROJECT FUNDING	Secured initial funding commitment from the County of Orange in the amount of \$11.3M
10	(NEW UPDATE) PROPERTY ACQUISITION	Approval of a Purchase Agreement and Escrow Instruction for the acquisition of 13871 West Street. Accelerated escrow closing anticipated in November 2022.
11	(NEW UPDATE) DUE DILIGENCE WORK	Scope of work associated with preparation of the Design Development Plans and the Construction Drawings/Technical Specifications is underway. Preliminary Design Development Plans to be completed in 4 weeks.
12	(NEW UPDATE) CONSOLIDATION ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)	The City utilizes Federal funding to expand or preserve affordable housing opportunities, improve low-income neighborhoods through public infrastructure improvements, and assist special needs groups such as senior citizens, <i>homeless</i> , and <i>those who are 'at-risk' of becoming homeless</i> . The CAPER provides descriptions and financial information, and evaluates the City's progress toward the priority objectives addressing housing and community needs.
13	(NEW UPDATE) COMPREHENSIVE MOU	Completed negotiations of a comprehensive Memorandum of Understanding with the Cities of Fountain Valley and Westminster for a tri-cities partnership towards development and operation of a future Central Cities Navigation Center.

14	(NEW UPDATE) COMMUNITY ENGAGEMENT	City of Westminster to host a community meeting on October 13, 2022 to share information about the future Central Cities Navigation Center.
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DISCUSSION

In June 2022, the City Council approved a Memorandum of Understanding (MOU) with the cities of Fountain Valley and Westminster to jointly collaborate towards development of a navigation center. Negotiations of the comprehensive MOU by the three participating Central Service Planning Area (C-SPA) cities that include operational guidance and funding contributions are finalized and presented this evening.

For consideration, the comprehensive MOU outlines the fundamentals of a collaborative partnership that contains both programmatic, operational criteria and fiscal components that will provide substantial benefit to the three cities. This partnership will enhance regional efforts to address homelessness in Garden Grove, Fountain Valley and Westminster, collectively within the Central Service Planning Area. The comprehensive MOU, once executed by the Parties, promotes partnership in the financial and operational areas, while securing a regionally competitive priority within the Central SPA for future funding opportunities.

Serving as the Host City, Garden Grove will administer responsibilities associated with property acquisition and construction/build-out of the future Central Cities Navigation Center in partnership with Fountain Valley and Westminster. The Cost Allocation Plan outlined in the comprehensive MOU are described in two parts for (1) acquisition/construction and (2) annual operations:

Parties	Cost Allocation Plan		PART 1	PART 2
			Estimated Acquisition and Construction Program Costs	Estimated Annual Operation Program Costs
Garden Grove	50 beds	59%	4,893,382	1,001,103
Fountain Valley	13 beds	15%	1,272,279	260,287
Westminster	22 beds	26%	2,153,088	440,485
Tri-Cities Total			8,318,749	1,701,875
County of Orange			5,300,000	625,000
Estimated Project Costs			13,618,749	2,326,875

Additional provisions of the comprehensive MOU incorporate the following:

- **Terms:** The term of the MOU identifies a construction period, then a 10-year operation/program period with options for two consecutive five (5) year extensions.
- **Guest Capacity:** The initial program anticipates guest capacity of 85 beds with capacity of up to an additional 15 Temporary Emergency Beds for a collectively total of up to 100 beds.

- **Start-up Costs:** The Acquisition, Due Diligence and Administrative Program Costs would be deposited by October 31, 2022 to coincide with an anticipated escrow closing on November 1, 2022.
- **Annual Program Funding:** The Operation Program Costs funds will be deposited annually, to be administered by a Program Treasurer designated by the Parties.
- **Annual Report and Audit:** The preparation of an Annual Report and an Annual Audit detailing: goals and objectives; guest capacity; operating plan; and review of the Cost Allocation Plan.
- **Real Property:** Should operations of the Central Cities Navigation Center cease, the disposition of real property shall take place with proceeds to be redistributed, in the original pro-rata share to the Parties.
- **Termination:** The termination provision by an individual party would require payment of 5X the annual Operation Program Costs.

Next steps anticipate the following:

- **October 2022:** Release a Request for Proposal (RFP) for a Service Provider for the future Central Cities Navigation Center. The Service Provider shall oversee navigation center operations including: staffing, security, transportation, and employment and housing navigation support.
- **November 2022:** Finalize MOU negotiations with the County of Orange.
- **December 2022:** Complete preparation of construction (80%) drawings.
- **January 2022:** Release an invitation for bids for construction of the Central Cities Navigation Center.

Status of Property Acquisition

Following Council approval of the Purchase Agreement for the property in September 2022, the Seller and current property owner (West St Investment LLC) of 13871 West Street has requested an accelerated escrow closing due to identification of an available exchange property. To that end, Seller further requested a short-term leaseback of 13871 West Street for 3-6 month period to provide for transition of their business operations to the new location. Total leasable building space is 11,376 square feet and staff has negotiated market rent of \$1.50 per square or total of \$17,064 monthly for the temporary lease. This allows for the building to remain occupied while design work is underway.

In closing, staff is requesting Council approval of the comprehensive MOU with the Cities of Fountain Valley and Westminster to advance construction of a navigation center, and concurrently approve of an interim Lease Agreement with West St Investment LLC.

FINANCIAL IMPACT

Funds have been budgeted in the Biennial Budget for FY 2021-2022 and FY 2022-2023 for the Navigation Center project. Proceeds from the interim Lease Rent shall be deposited into the new Escrow Account established for the Central Cities Navigation Center.

RECOMMENDATION

It is recommended that the City Council:

- Approve the comprehensive MOU with the Cities of Fountain Valley and Westminster;
- Approve an interim Lease Agreement with West St Investments LLC; and
- Authorize the City Manager to execute all documents on behalf of the City, and make minor modifications thereto as needed.

ATTACHMENTS:

Description	Upload Date	Type	File Name
C-SPA MOU	10/3/2022	Cover Memo	C-SPA_MOU_(Attachment_No._1).pdf
Lease Agreement	10/5/2022	Cover Memo	Lease_Agreement_with_West_St_Investment_LLC_(Attachment_No._2).pdf

**MEMORANDUM OF UNDERSTANDING FOR THE CENTRAL
ORANGE COUNTY SERVICE PLANNING AREA CITIES OF
GARDEN GROVE, FOUNTAIN VALLEY AND WESTMINSTER**

This **MEMORANDUM OF UNDERSTANDING** (“Agreement”) is dated as of October __, 2022 (“Effective Date”), and entered into by and among the Cities of Garden Grove, Fountain Valley, and Westminster, each of which is a municipal corporation organized and existing under California law (cumulatively the “City Parties” or “Parties,” and at times individually a “City Party”), with reference to and in consideration of the following:

WHEREAS, like many other regions in California, the County of Orange (“Orange”) has seen a rapid and troubling growth in the homeless population over the past several years, a condition that has been difficult to address given the high cost of housing and property in the area, and the shortage of emergency, transitional, and affordable housing available in the County to serve this population;

WHEREAS, as a result, local jurisdictions throughout the County have experienced increased incidents of unlawful camping and loitering activities in and upon portions of the public rights-of-way, parks, and other public facilities (“Public Property”) in violation of local anti-camping, anti-loitering, and/or park closure ordinances and regulations (“Anti-Camping Ordinances”);

WHEREAS, the use of Public Property in this manner creates health and safety risks to homeless persons due to traffic hazards, exposure to weather, inadequate sanitation, and other conditions detrimental to their wellbeing, and negatively impacts the health, safety, and general welfare of the community by degrading the environmental and physical condition of such Public Property, increasing risks associated the spread of illnesses, and frustrating the public purpose for which such Public Property is dedicated;

WHEREAS, on a broader scale, the County is a complex jurisdiction of interconnected systems, many of which have been impacted by the homeless crisis in the region, including but not limited to health care, criminal justice, child welfare, public transportation, economic and social, and legislative and political systems;

WHEREAS, in efforts to address this crisis, the County established an integrated Continuum of Care (“CoC”) to guide homeless individuals and families through a comprehensive array of services and housing designed to prevent and end homelessness;

WHEREAS, to better coordinate access points, assessments, resources, and programs serving persons experiencing homelessness, the CoC divided the County into three (3) geographic “Service Planning Areas” (or “SPAs”), with the “Central Service Planning Area” (“Central SPA”) including the cities of Costa Mesa, Garden Grove, Fountain Valley, Santa Ana, Seal Beach, Westminster, Newport Beach, Huntington Beach, and Tustin;

WHEREAS, in furtherance of the health, safety, and well-being of all their residents, to return and preserve Public Property for its intended purpose, the City Parties, located within the Central SPA, have worked together cooperatively and in good-faith towards developing a regional solution to the current homeless crisis within their respective jurisdictions;

WHEREAS, as a result of such efforts, the City Parties have been awarded certain grant funds, and certain additional funds pledged to be made available through the County of Orange, towards the acquisition, construction, and operation of a new navigation center facility to be located within the boundaries of the City of Garden Grove, and intended to exclusively serve the unsheltered homeless population currently residing within the jurisdiction of the City Parties;

WHEREAS, the City Parties desire to formalize the terms and conditions by which the above-referenced funds are aggregated, and combined with additional funds provided by each City Party from alternative sources, to finance the acquisition, construction, and operation of the new navigation center facility;

WHEREAS, the City Parties additionally desire to memorialize the terms and conditions by which: the new navigation center facility will be operated; the City Parties will equitably share access to the capacity provided by such new navigation center facility, as well as the capacity provided by existing shelter facilities in located within the boundaries of the City Parties; the City Parties will equitably share the costs and responsibilities associated with the acquisition, construction, operation, and maintenance of the new navigation center facility; and other related matters in furtherance of their common purpose;

WHEREAS, in addition to addressing the needs of homeless persons through the provision of overnight shelter, the City Parties covenant to work together, in furtherance of the CoC, towards developing and increasing the Central SPA's inventory of long-term affordable and supportive housing units, such that homeless persons receiving services under this Agreement may transition from temporary or emergency shelter facilities, and into long-term and stable housing solutions; and

WHEREAS, each Party has caused this Agreement to be duly approved by its respective governing body, and by so doing, has found and determined that this Agreement furthers the health, safety, and general welfare of their respective residents.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. PURPOSE

This Agreement establishes a multi-jurisdictional memorandum of understanding for establishing, constructing, developing, maintaining, providing, operating, and facilitating the provision of overnight shelter in designated public facilities (termed "Navigation Center" below), and the

provision of certain services at such facility, to homeless and chronically homeless adults, children, and families located within the Central Service Planning Area of Orange County, California. This Agreement defines the respective rights and responsibilities of the Parties with respect to the financing, implementing, operating, and the provision of Services, as defined below, at the Navigation Center.

2. DEFINITIONS

In addition to the other terms and phrases defined elsewhere in this Agreement, the following key capitalized terms and phrases used throughout this Agreement shall have the meaning assigned in this Section.

2.1. “Annual Term” shall mean the fiscal year beginning July 1 and ending on July 30 of each year during the Term of this Agreement.

2.2. “City Program Costs” shall mean and refer to that portion of the Program Costs that are not funded by an alternative funding source described in Exhibit “A”, and that will be paid by the City Parties pursuant to the Cost Allocation Plan, as such City Program Costs are further detailed in Exhibit “C”.

2.3. “Cost Allocation Plan” shall mean and refer to the formula utilized to determine the Party Shares of the City Program Costs, as such formula is detailed in Exhibit “D”.

2.4. “Center Operator” shall mean and refer to the third-party contracted by the Host City to provide comprehensive and “turnkey” day-to-day management and operation of the Navigation Center.

2.5. “FF&E” shall have the mean and refer to furniture, fixtures and equipment including, beds, desks, mattresses, linens, indoor and outdoor storage equipment, office equipment, tables, chairs, kitchen supplies, and the like.

2.6. “Guests” shall mean and refer to homeless and chronically homeless adults, children, and families located within the Program Area.

2.7. “Guest Capacity” shall mean and refer to the number of beds provided in the Navigation Center, as detailed in Exhibit “B” [or section 4.2, see comment].

2.8. “Host City” shall mean and refer to the City of Garden Grove.

2.9. “Navigation Center” shall mean and refer to the new public facilities to be acquired, constructed, and operated in the Host City, and the Guest Capacity available at that location set forth in Exhibit “B” under this Agreement.

2.10. “Operating Agreement” shall mean and refer to the contract between the Host City and Center Operator for the operation of the Navigation Center.

2.11. “Operating Plan” shall mean and refer to the plan approved by the Host City, Party Representatives, and a Center Operator, that details the terms, conditions, and standards by which Services are made available to Guests at the Navigation Center.

2.12. “Participating City” shall mean and refer to the City Parties which are not a Host City.

2.13. “Party Representative” shall mean and refer to the highest-ranking appointed executive official for each of the Parties, or his/or her duly authorized designee.

2.14. “Party Share” shall mean and refer to that portion of the City Program Costs allocated to each City Party in accordance with the Cost Allocation Plan, as detailed in Exhibit D(1) and (D)(2).

2.15. “Program” shall mean and refer to the Parties’ cooperative financing and planning for the acquisition, construction, operation and the provision of Services at the Navigation Center, and the cooperative sharing among the Parties of Guest Capacity at the Navigation Center.

2.16. “Program Area” shall mean and refer to the area within the city limits of the City Parties.

2.17. “Program Costs” shall mean and refer to the costs incurred by the Parties in the acquisition of the Navigation Center site and the completion of modifications or capital improvements thereto, and annually to operate the Navigation Center during the Term (as defined below).

2.18. “Program Funds” shall mean and refer to all funds paid by or to the Parties under this Agreement, including but not limited to grant funds or County funds received by the Parties and contributed towards the Program.

2.19. “Program Property” shall mean and refer to all real and personal property purchased or acquired with Program Funds.

2.20. “Program Treasurer” shall mean and refer to the Party selected by the other Parties to serve as the treasurer, trustee, and manager of all Program Funds.

2.21. “Services” shall mean and refer to the provision of overnight shelter and other sanitation, nutritional, health, educational, supportive, and/or basic human services at the Navigation Center, as described in an Operating Plan.

3. TERM

3.1. General Term. This Agreement shall be effective as of the date which the last of the Parties has executed the same, which shall be inserted as the Effective Date in the first paragraph above, and shall remain in full force and effect during the construction period of a New Navigation Center and a full ten (10) year operation period or/ until October 31, 2033, at which

point this Agreement shall automatically renew and continue in effect for two (2) consecutive five-year terms, the last of which shall expire on the date that is ten (10) years from October 31, 2033 (each an “Renewal Term,” and cumulatively the “Term”). Options to extend shall be implemented at least 90 days prior to the then-scheduled expiration date by mutual agreement of the Parties in writing, which extension may be approved by the authority of the City Manager of each Party; provided there is no material change of terms for such extended Term. This Agreement may be earlier terminated in accordance with the provisions of this Agreement.

3.2. Termination by City Parties.

a) Notice and Effective Date. Notwithstanding Section 3.1, any City Party, other than a Host City, may terminate its participation in this Agreement by providing one year’s written notice to all other Parties on or before the last day of any Annual Term (June 30), and following timely payment of the “Termination Fee.” This Agreement shall thereafter terminate as to the Party providing such notice at 11:59 p.m. on the last day of the immediately ensuing Annual Term.

b) Termination Fee as Liquidated Damages. The Termination Fee shall be equal to five times (5x) the most recent Party Share paid by the terminating City Party, plus an additional five percent (5%) of the resulting factor to account for increases in the consumer price index. The Termination Fee shall be paid by the terminating City Party to the Program Treasurer not later than six (6) months before the effective date of termination. Failure to timely remit the Termination Fee shall render a City Party’s notice of termination ineffective. The Parties acknowledge and agree that the Termination Fee shall constitute liquidated damages and not penalties, and are in addition to all other rights of the Parties, including the right to call a default of this Agreement. The Parties further acknowledge that: (i) the amount of loss, costs, or damages likely to be incurred by the Parties resulting from a City Party terminating this Agreement before the end of the Term is incapable or is difficult to precisely estimate; (ii) the Termination Fee to be paid by any City Party bears a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable losses or costs likely to be incurred by the other Parties by virtue of a City Party’s termination of this Agreement before the end of the Term; (iii) one of the reasons for the Parties reaching an agreement as to such amounts is the uncertainty regarding the question of actual losses, costs, or damages to be incurred by the Parties in such event; and (iv) the Parties are sophisticated business parties, have been represented by sophisticated and able legal counsel, and have negotiated this Agreement at arm's length.

c) Continuing Enforceability. Following the effective date of termination, the terminating City Party shall have no further obligations or rights with respect to this Agreement, except as expressly provided otherwise herein. Should any such terminating City Party desire to renew its participation in this Agreement in subsequent Annual Terms, such Party shall be subject to Section 3.6.

3.3. Termination by Host City

a) Notice and Effective Date. Notwithstanding Sections 3.1 and 3.2, the Host City may terminate their participation by providing six (6) months written notice to all other Parties

as follows: written notice of termination shall be provided on or before January 1 of each Annual Term, and this Agreement shall thereafter terminate as to the Host City providing such notice at 11:59 p.m. on the last day of the same Annual Term; for example, notice of termination provided before January 1, 2020, shall be effective as of June 30, 2020.

b) Continued Operation of Navigation Center. As a condition precedent to the effectiveness of a Host City's termination of this Agreement, such that a Navigation Center will no longer be operated within its jurisdiction, the Host City shall comply with all terms, conditions, and restrictions of any grant funding, County funding and any other grants or similar funding provided to the Program and/or Host City relative to the Navigation Center, and any Program Property in the possession and control of the Host City that was not acquired with such grant funds, and thus is not bound by associated grant restrictions, shall be managed and disposed of as directed by the Party Representatives. In the event of such Host Party's termination, the City Parties shall work together cooperatively and in good faith to satisfy the shelter needs of the Program Area following the Host City's termination. No Party shall be compelled under this Agreement to remain or serve as a Host City.

c) Continuing Enforceability. The Host City's notice of termination shall indicate whether the Host City is entirely terminating its participation in this Agreement, or whether it will remain a City Party. If the first, the terminating Host City shall be subject to Section 3.2(c). If the Host City is to remain a City Party, following the effective date of termination the Host City will be treated in all respects as a City Party under this Agreement, and subject to any adjustment to its Party Share and Cost Allocation Plan.

4. NAVIGATION CENTER

4.1 City Navigation Center. The Parties desire to work cooperatively and combine their respective resources for purposes of providing and coordinating the provision of Services to Guests at Navigation Center located in the Program Area, and to acquire, construct, develop, and operate a Navigation Center.

4.2 Navigation Center and Guest Capacity. For purposes of this Agreement, the Navigation Center, and the anticipated Guest Capacity, are set forth in Exhibit "B" to this Agreement.

4.3 Change in Navigation Center. The Parties may, from time to time, close a Navigation Center, construct an additional or replacement Navigation Center, or amend the Guest Capacity of any Navigation Center, and/or a Host City may terminate its participation in this Agreement. In such case, the Parties shall amend this Agreement to adjust the Cost Allocation Plan and Party Shares as appropriate.

4.4 Funding. Funding for the City Navigation Center subject to this Agreement shall be in accordance with Section 7.5(b)(1).

5. CONSTRUCTION AND MAINTENANCE OF NEW CENTER

5.1. Ownership. The Navigation Center shall be owned by the applicable Host City, together with any Program Property in the custody or possession of a Host City; provided the Navigation Center and Program Property shall be utilized by Host Cities exclusively for purposes consistent with this Agreement.

5.2. Design. The Host City shall have final authority over the design and construction of Navigation Center located in its jurisdiction, in accordance with each Host City's ownership rights and plenary land use authority. Prior to a Host City's commencement of construction of, or significant modifications or improvements to, a Navigation Center, the Party Representatives will be provided a reasonable opportunity to review and provide input on the proposed design and amenities of the Navigation Center, and the Host Cities will, in good faith, consider the input of the Party Representatives in finalizing the same.

5.3. Host City as "Lead Agency." The Host City for the Navigation Center shall be the "lead agency" for purposes of improvements or modifications thereto, as well for the environmental review, acquisition, development, and construction of the Navigation Center, the installation of FF&E, and operation, cleaning, maintenance, or repair of the Navigation Center.

a) Service Contracts. As approved by the Party Representatives, the Host City will be the "contracting party" to any written agreements with qualified professional(s), service providers, and/or licensed contractor(s) ("Contractor") necessary for the development or operation of Navigation Center consistent with this Agreement.

b) Procurement Practices. A Party's purchase or acquisition of Program Property, or a Host City's retention of any Contractor, shall be governed by the procedural formalities and requirements of the Host City. The Parties agree that, to the extent practicable and not otherwise required by applicable law, Contractors should be selected after a competitive process that considers both price and capacity or qualifications to perform.

5.4. Minimum Housing Standards. The Navigation Center should comply with the building standards for emergency housing established by the California Department of Housing and Community Development, as the same may be amended from time to time, or if more stringent, and at the discretion of the Host City, the applicable building standards of the Host City ("Building Standards").

5.5. Minimum Facilities and Amenities. The Navigation Center should be improved and equipped with the facilities and amenities commonly associated with public facilities of similar type and purpose as approved by the Party Representatives, in sufficient quantities necessary to serve the Guest Capacity for each Navigation Center.

5.6. Maintenance and Repairs. Host Cities will cause the Navigation Center to be regularly cleaned, maintained, and repaired in accordance with generally accepted standards, and as necessary to ensure compliance with the Building Standards. The Operating Agreements for the Navigation Center shall include terms and conditions requiring the Center Operators to comply with this Section.

5.7. Security. Each Host City will ensure that adequate security measures and policies are incorporated into the Navigation Center's construction and operation, including but not limited to security plans, secured entrances, on-site security personnel, video recording equipment, adequate lighting, law enforcement patrols, and neighborhood safety controls. Detailed security procedures and protocols will be included in the Operating Plan developed by the Host City, Center Operator, and the Party Representatives, as described further below.

6. USE AND OPERATION OF NAVIGATION CENTER

6.1. Exclusive Purpose of Navigation Center. A Navigation Center subject to this Agreement will be used by the Parties exclusively for the purpose of providing Services to Guests located within the Program Area. The Parties agree to work cooperatively and in good faith, and to take such reasonable action(s) or precaution(s) as deemed necessary, to effectuate the purpose of this Section.

6.2. Use and Access of Navigation Center. In consideration for the City Parties' payment of their respective Party Share, each City Party shall have the right to utilize an approximately equivalent percentage of its Party Share of total Guest Capacity in the Navigation Center. The Parties shall have access to and utilize the monitoring and logging system developed and operated by the County to track the real-time availability of Guest Capacity in the Navigation Center, and to make arrangements and reservations for the transportation of Guests thereto and therefrom. Parties utilizing Guest Capacity in Navigation Center shall comply with the applicable Operating Plan.

6.3. Length of Stay and Transitional Housing. The Host City shall have the authority to establish reasonable restrictions on the maximum length of stay for any individual Guest in a Navigation Center, which restriction shall be set forth in the Operations Plan. Any restrictions adopted pursuant to this Section by a Host City shall be consistent with those generally imposed by facilities of similar type, nature and purpose. Upon expiration of any length of stay imposed by a Host City, the Party from whose jurisdiction the Guest originated from shall provide transportation and otherwise facilitate the return of the Guest to said jurisdiction, subject to restrictions imposed by applicable laws. Consistent with the purposes of this MOU to provide a long-term solution to the unsheltered homeless population within the Program Area, the City Parties agree to work cooperatively and in good-faith towards facilitating the development of supportive short-term and permanent affordable housing units within their respective jurisdictions, such that Guests may be transitioned from the temporary shelter provided by Navigation Center to long-term housing.

6.4. Annual Review of Party Usage. The Guest Capacity utilized by each Party shall be reviewed not less than once per year in conjunction with the Annual Meeting and in light of the Annual Report and Annual Audit described below, and the results of this review shall be used for making any necessary adjustments to the Party Shares or the Cost Allocation Plan to ensure the Parties' financial obligations hereunder accurately reflect the benefit derived; as well as to make any necessary revisions to the Operating Plans to further the goals and objectives of this Agreement. Notwithstanding the foregoing, during the first two (2) Annual Terms, the Party Representatives shall meet not less than once per quarter to review the matters described in this

Section; provided that such a review shall be conducted at any time during the Term upon a request by two-thirds (2/3) of the Party Representatives.

6.5. Center Operators. The Host City will enter into an Operating Agreement with a Center Operator for comprehensive and “turnkey” day-to-day management and operation of the Navigation Center located within its jurisdiction. Except as otherwise agreed to by the Parties, Center Operators shall be a non-profit organization with demonstrated experience operating similar facilities and providing similar services as contemplated in this Agreement, and shall be selected by the Host City following a competitive process, with the selection based on cost considerations, capacity to perform to the Services, qualifications and expertise, and such other matters deemed relevant by a Host City or the Party Representatives. A Host City’s selection of a Center Operator shall be subject to approval by the Party Representatives.

6.6. Operating Plan. The Host City shall develop an Operating Plan which shall govern the day-to-day management and operation of its Navigation Center, and shall be incorporated into the Operating Agreement for the Navigation Center. The Operating Plan must be approved by the Host City, the Center Operator, and the Party Representatives, and will address such matters as are detailed in Exhibit “F”, in addition to such other terms and conditions that may be directed by the Host City and the Party Representatives.

6.7. Operating Agreement. Prior to a Host City’s commencement of a solicitation for a Center Operator, the Party Representatives shall work cooperatively and in good faith to develop minimum experience and qualifications, as well as general standards, terms, and conditions to be included in an Operating Agreement necessary and appropriate to protect the Parties’ respective interests. In addition to any other terms or conditions that may be directed by a Host City or Party Representative, each Operating Agreement will, to the maximum extent permitted by law, require the Center Operator to defend, indemnify, and hold the Parties harmless from and against any and all claims or damage to person or property relating to or arising from the Center Operator’s management and operation of a Navigation Center. The terms and conditions of Operating Agreements shall be subject to approval by the Party Representatives.

6.8. Transportation Plan. Unless the Parties expressly agree on an alternative plan for the provision of transportation of Guests to and from the Navigation Center, Guests referred by each City Party shall separately provide for all transportation for Navigation Center Guests referred by such City Party for the duration of their stay at the Navigation Center and for their departure from the Navigation Center. The Parties shall each be responsible for maintaining contact with the Navigation Center Operator to ensure appropriate transportation for Guests originally referred from each City Party is provided in a timely manner to assist in working toward satisfaction of their Operating Plan.

6.9. Low-Barrier Access. The Navigation Center shall be considered “low barrier” facilities for purposes of Guest access, and any entry screening, barriers, or conditions to access shall be defined in the Operating Plan, as such may be approved by the Party Representatives and reasonably necessary to accomplish the purposes of this Agreement, or as may otherwise be ordered by a court of law, or required by a settlement agreement to which the Host City is a party. Except as required to comply with applicable law or court order, the Navigation Center shall not

be “no-barrier” facilities, and shall have, at a minimum, access or entry conditions for Guests that are substantially similar to those utilized by other navigation centers in Orange County, and screening for felony warrants or registration as a sex offender may be included in the Operating Plan.

6.10. Community Coordination and Communication. The Parties are committed to communication with neighbors on an ongoing basis. During the Term, the Parties and the Center Operator will work together cooperatively and in good faith to facilitate community forums, generate educational or outreach materials, and engage in similar activities to promote or further the purposes of the Program. The goal of such efforts will be to provide members of the community with opportunities to ask questions and receive information about the Navigation Center and the Program. Any printed or published materials relating to the Program shall be subject to approval by the Party Representatives.

a) Complaints / Inquiries. Any community complaints and/or inquiries about the Program should be recorded and forwarded to the appropriate Party, or its designated point of contact, for prompt investigation. The Party Representatives and Center Operator shall work together to facilitate appropriate responses to customer service requests and prompt resolution of community complaints.

b) Visitors / Tours. Visits by members of the community and tours of the Navigation Center should be made available by the Host City, and will be coordinated by and through the Host City and the Center Operator.

c) Retention of Professional Service Providers. The Parties may retain or appoint professional service providers as necessary to provide public relations, legal, accounting, or other specialized support services for the Program. The Parties will designate the Host City to serve as the contracting agency for any such purposes, and the need for and selection of any such professional service providers will be subject to approval by the Party Representatives. Costs and expenses incurred in the retention of professional services providers shall be a Program Cost.

d) Coordination of Government Agencies. The Program will be operated for the public good, and successful implementation will require the partnership of various stakeholders including the Parties, the Center Operator, local school districts, and other local political subdivisions and community organizations. The Parties are, and the Center Operator shall be, committed to working cooperatively with numerous stakeholders to serve Guests in the Program Area. The Parties and the Center Operator will communicate and work collaboratively with local police, fire, and public safety departments through all stages of Program implementation, including but not limited to the design of Navigation Center, and the development and implementation of the Operating Plan and Operating Agreement.

6.11. Annual Report. At least once per year, to be completed contemporaneously with the Annual Audit, the Parties shall cause a third-party to review and audit the day-to-day operational affairs of the Navigation Center, and prepare an Annual Report to be presented to the Party Representatives. The Annual Report shall include such information as may be directed by the Party Representatives, but should at a minimum address such issues as: the sufficiency of the

Guest Capacity for the Program Area; each Party's usage of Guest Capacity over the past year; each Party's anticipated Guest Capacity needs for the ensuing year; funding needs and opportunities; anticipated capital improvement or operational expenses for the Program; the extent to which the Program is achieving the purposes of this Agreement; and a performance review of the Navigation Center, Center Operators, and Operating Plans. The Parties shall designate the Program Treasurer to serve as the contracting agent for such purposes, and the selection of a third-party to prepare the Annual Report shall be subject to approval of the Party Representatives. Costs and expenses incurred in the retention of professional services providers shall be a Program Cost.

7. FINANCIAL PROVISIONS

7.1. Program Treasurer. The Parties shall select a Party to serve as the Program Treasurer.

a) Designation. The identity of the Program Treasurer shall be memorialized in writing, and the Party Representatives may alter the identity of the Program Treasurer at any time, and the Program Treasurer may resign at any time, both without penalty, cause, or justification; provided that as much advance notice as possible shall be afforded in the case of Program Treasurer resignation. Subject to the foregoing and following completion of construction of the New Navigation Center by the Host City, the Parties's designation of a the Program Treasurer shall serve an initial two (2) years for program operation, or such term that mutually agreed by the Party Representatives. Thereafter, a rotation of the next Participating City to serve as Program Treasurer shall be selected at a scheduled meeting of Annual Review of Party Usage described in Section 6.4.

b) Costs. The Program Treasurer shall be entitled to be recover the costs associated with serving in such capacity under this Agreement. In 2022, this amount is estimated to be \$20,000 per Annual Term or up to 250 hours per Annual Term.

7.2. Program Accounts. The Program Treasurer shall establish and maintain the Program Accounts set forth in Exhibit "G", or such other or different accounts as may be directed by the Party Representatives from time to time, with a banking institution approved by the Party Representatives, into which the Program Treasurer shall deposit all Program Funds. The Program Funds deposited into each Program Account will be used for the specific purposes of such account.

a) The Parties Representatives have collectively pre-approved US Bank as the banking institution for the Program Treasurer to establish initial Program Accounts.

b) Upon execution of this Agreement but no later than October 31, 2022, the Parties Representatives shall deposit the initial Program Funds with to complete scope of work associated with Due Diligence, Administration and Acquisition and further described in Exhibit "C".

7.3. No Comingling of Funds. Program Funds provided by the Parties for specific purposes under this Agreement shall be deposited into the designated Program Account, and shall not be comingled with funds provided for any other purpose, nor used for any purpose other than the specific purpose so designated, absent the approval of Party Representatives.

7.4. Permissible Use of Funds. Each Party represents and warrants to the other Parties that the funding source for the Party Shares paid under this Agreement may be used for the purposes described herein, and their expenditure was duly authorized by the governing board of the Party. Any restriction or limitation on the use of funds contributed by a Party under this Agreement shall be so designated and disclosed by the Party making the payment and, should such restrictions or limitations frustrate or hinder the purpose or administration of this Agreement, the Parties may require the Party Share be paid from an alternative funding source; provided that the Parties shall work together cooperatively and in good faith to attribute restricted funds provided by the Parties towards authorized purposes that further the Program before requesting an alternative funding source.

7.5. Description of Party Shares; Financial Contributions by the Parties.

a) Anticipated Program Costs. As of the Effective Date, the Parties agree that Exhibit “C” represents a reasonable estimate of Program Costs anticipated to be incurred by the Parties in the acquisition of the Navigation Center site and the completion of modifications or capital improvements thereto (Exhibit C(1)), and annually to operate the Navigation Center during the Term (Exhibit C(2)). The Parties hereby approve of such Program Costs as the Program Budget, which will govern the Program Treasurer’s allocation of Program Funds to the Parties. At each Annual Meeting, a new Program Budget will be approved by the Party Representatives for the immediately ensuing Annual Term, and any such Program Budget may thereafter be modified, amended, or superseded by the Party Representatives.

b) Funding Sources and Parties’ Share of Program Costs

1. Funding Sources and Party Shares. As set forth in Exhibit D(1) and (D)(2), the Program Costs are anticipated to be paid for from a combination of funding sources: (1) Party Shares; (2) Permanent Local Housing Allocation (PLHA) funds; (3) funds contributed by the County; (4) Housing Successor and/or Housing Authority; and (5) future Homeless Emergency Aid Program (HEAP) funds; and, other qualified grant sources. The portion of Program Costs to be paid from Party Shares are the City Program Costs, and each Party Share of such City Program Costs is detailed in Exhibit D(1) and D(2). Should any of the alternative funding sources fail, in whole or in part, then the unfunded portion of Program Costs shall be deemed City Program Costs, to be paid by the City Parties in accordance with the Cost Allocation Plan.

2. Basis for Allocation; Cost Allocation Plan. The Parties agree that each Party Share is intended to, and does, fairly represent the privileges, benefits, and burdens flowing to and imposed upon each such Party, and its respective community, in that each Party Share represents a portion of the City Program Costs that is substantially equal to each City Party’s anticipated use of the aggregate Guest Capacity of the Navigation Center, and associated burdens of the Program carried by Host Cities. The Parties agree that each Party Share is consistent with the Cost Allocation Plan under Option 3 set forth in Exhibit “E” and that the Cost Allocation Plan accurately reflects the burdens and benefits of the Parties under this Agreement.

3. Annual Meeting. No later than ninety (90) days before the commencement of each

Annual Term, the Parties shall review the results of the previous year's Annual Audit, together with the Annual Report, existing Cost Allocation Plan, and Program Costs anticipated to be incurred in the current and future Annual Terms, and shall, cooperatively and in good faith: negotiate and reach a mutual agreement as to any adjustments or revisions to the Cost Allocation Plan necessary to finance and operate the Program and the Navigation Center, and to improve, develop or repair the Navigation Center; ensure that each Party Share fairly reflects the benefits and obligations to such Party under this Agreement, consistent with the considerations included in the Cost Allocation Plan; and to adopt and approve a new Program Budget for the immediately ensuing Annual Term.

4. Notice of Party Shares. Not later than sixty (60) days prior to the commencement of each Annual Term, the Parties shall finalize the Party Shares for the ensuing Annual Term based on the Cost Allocation Plan, and notice of each Party's Share shall be provided by the Program Treasurer not later than thirty (30) days immediately preceding commencement of the applicable Annual Term.

5. Timely Payment. Each Party shall pay the Party Share in consideration for its continuing right to use and access the Navigation Center. Each Party's annual obligation to remit payment of the Party Share is contingent on the Parties making the Navigation Center available to such Party for the applicable Annual Term. Each Party shall remit payment of its Party Share on or before the beginning of each Annual Term, and set forth in the notice by the Program Treasurer. Late payments shall accrue interest at the maximum interest rate permitted by law applicable to municipal corporations.

6. Funding Shortages. Should the Program experience a shortfall in funding during any Annual Term, the Program Treasurer, with the approval of Party Representatives, shall provide written notice to the Parties of the shortage, and the City Parties shall remit payment of required amounts within thirty (30) days' receipt of the same, with the amount of each City Party's payment to be based on the Cost Allocation Plan.

7. Reconciliation. If, during any Annual Meeting, the Party Representatives determine that past payments made by any Party were either in excess or less than the amount fairly attributable to that Party, that Party's Share shall be adjusted in future Annual Terms.

8. Public Benefit and Purpose. Each Party acknowledges that establishment and operation of the Program, including but not limited to development and operation of the Navigation Center, is a substantial benefit to each such Party, and the residents, business, and communities residing within their respective jurisdictional boundaries. All Parties expressly declare that this Agreement, and all expenditures of public funds hereunder for the purposes described herein, furthers legitimate public purposes of combating and remediating incidents of homelessness in their communities.

9. No Repudiation of Party Share. In the event any Party refuses to receive or take advantage of the Program benefits, or access or utilize the Navigation Center, despite the opportunity to do so as a Party to this Agreement, or in the case of a default or failure to pay its Party Share in accordance with this Agreement, each Party remains obligated to pay to the other

Parties, by and through the Program Treasurer, its outstanding payments hereunder as they become due and payable, and any other Party may take any legal action as appropriate to obtain such payment.

10. Results of Nonpayment by Party. All Parties acknowledge that the failure of any Party to pay any amount hereunder will result in an increase in the operational costs of the Program to be divided among all other Parties. To that end, in the event any Party fails to pay, for any reason, any amount required to be paid by that Party under this Agreement within fifteen (15) days of when such payment is due, the amount of such nonpayment will be apportioned among the remaining Parties such that the remaining Parties will be responsible to pay such unpaid amount. Should the non-paying Party subsequently pay any portion of the amount owing, the increased cost paid pursuant to this Section by the remaining Parties will be reimbursed from such payment in a percentage equal to each Party's Share. Each Party's incremental increase in a contribution resulting from a Party's nonpayment will be due within thirty (30) days of notification by the Program Treasurer. The obligation of Parties to pay increased amounts under this paragraph is not intended to be an exclusive remedy. The Parties reserve the right to take any action as is appropriate to obtain payment from any non-paying Party. Additionally, each Party paying increased costs pursuant to this paragraph, shall have and retain the right to take any action at law or equity as is appropriate to obtain reimbursement of such increased payment amounts from the non-paying Party.

11. No Reimbursement. Except as otherwise expressly provided herein, it is the intention of all Parties that no funds provided by any Party under this Agreement shall be reimbursed. The Parties acknowledge that the payments made or required under this Agreement represents a fair return and consideration in exchange for access and use of the Program and Navigation Center during the Annual Term to which the payment or payment(s) relate(s). If, pursuant to judicial action or threat thereof, or for any other reason, any funds are reimbursed under this Agreement to any Party, other than as expressly provided herein, the remaining Parties will be responsible for paying the reimbursed amount, with each Party's repayment obligation equaling that used to establish the Party's Share.

12. Budgeting Party Contributions. For each Annual Term, each Party shall make every effort to adopt all necessary budgets and make all necessary appropriations for all payments due hereunder. The covenant contained in this Section shall be deemed to be, and shall be construed to be, contingent upon the continuing offer by other Parties to participate in the Program and be a party to this Agreement. To the extent the Parties offer access and use of the Program and Navigation Center to any Party, the continued responsibility of such Party to make all payments required hereunder shall be a duty imposed by law and it shall be the duty of each and every public official of each Party to take such actions and do such things as are required by law in performance of the official duty of such officials to enable the Party to carry out and perform the covenants contained in this Section.

13. Mutual Covenant. All Parties acknowledge that the construction, maintenance and availability of Navigation Center for the provision of Services to Guests, and the division of the costs of constructing and maintaining such Navigation Center among the Parties allows for costs efficiencies and significant savings to each Party and that each Party has entered into this

Agreement in reliance on such shared costs and resulting savings. Each Party, to provide assurance of such cost efficiencies to each remaining Party, hereby expresses its commitment to fulfill its stated obligations regardless of the term of the Agreement overlapping more than one fiscal year, and acknowledges the financial burden that any breach of the terms of this Agreement will have on all other Parties.

14. Grant Funding. The Parties are encouraged to pursue local, state, federal, and other grant opportunities and funding sources in furtherance of the Program, the Navigation Shelters, or towards a Party's financial contributions under this Agreement. To the extent possible, the Parties agree to work together cooperatively and in good faith in pursuit of funding opportunities.

7.6. Program Property. The Program Treasurer shall track and keep an accurate list of all Program Property valued at more than Five Thousand Dollars (\$5,000) that is acquired with funds contributed by the Parties, including a record of which Party is in custody of such Program Property. Regardless of whether a Party holds legal title to any such Program Property, it shall be managed and utilized by the Party in custody and control of the same exclusively for purposes consistent with this Agreement.

7.7. Disposition of Program Property. In the event any Party is in possession of any item of Program Property that is not needed or currently being utilized for purposes consistent with this Agreement, the Party in possession shall, within a reasonable time of discovering the same: (1) provide written notice to the Parties; and (2) direct the transfer the Program Property to another Party for use in the Program, as approved by Party Representatives. In the event the transfer of Program Property is unnecessary or infeasible, the Program Property shall be sold at fair-market value within a reasonable period of time, and the proceeds immediately transferred to the Program Treasurer for deposit into Program Accounts, or for reimbursement or reduction of Party Shares, as may be directed by Party Representatives. To the extent state, federal, or grant restrictions direct the disposition or sale of Program Property acquired with any such funding source, the same shall govern and prevail over the terms of this Section.

a) For Program Property specific to real property located at 13871 West Street in the City of Garden Grove has been identified as the future location of the New Navigation Center.

b) For purposes of real property disposition under Program Property, if the Parties deem the real property is unnecessary or infeasible for use in the Program, the Parties agree that the real property shall be sold at fair-market value within a reasonable period of time determined by the Parties, and the proceeds immediately transferred to the Program Treasurer for deposit into Program Accounts to closeout any and all final Program costs, then remaining net sale proceeds shall be disbursed to Parties based on pro-rata share detailed in the 2022 Cost Allocation Plan Option 3 (Exhibit "D") and further described as follows: (i) Garden Grove (0.5882%); (ii) Fountain Valley (0.1529%); and (iii) Westminster (0.2588%).

7.8. Annual Audit. The Program Treasurer shall cause an independent financial audit of the Program Accounts to be completed for each Annual Term (June – July) during the Term, and the report shall be presented to the Parties at the Annual Meeting ("Financial Audit"). The

Financial Audit shall comply with Generally Accepted Government Audit Standards, and shall be distributed to all Parties upon completion. The Program Treasurer shall be the “contracting party” for purposes of any third-party contract with an independent auditor.

8. DISPUTES, DEFAULTS, AND REMEDIES

8.1. General Disputes. Should the Parties be unable to reach a mutual agreement as to any matter necessary to effectively administer and operate the Program, such as the amount of any Party Share, as an alternative to terminating this Agreement or pursuing an alternative remedy, the Parties may mutually agree to refer the dispute to a neutral arbitrator for resolution, in which case the arbitrator’s determination shall be binding unless and until this Agreement is otherwise amended by the Parties.

8.2. Defaults.

a) Notice and Time to Cure. The failure by any Party to perform any of its obligations set forth in this Agreement shall constitute a default. Except as required to protect against further damages, the non-defaulting Parties may not institute legal proceedings against the Party in default until the non-defaulting Parties have provided the defaulting Party notice of the default and the cure period has expired: The cure period for any default shall be thirty (30) days after the defaulting Party’s receipt of written notice from the non-defaulting Parties that such obligation was not performed. In the case of a default which cannot be cured within the cure periods set forth in this section, the defaulting Party shall commence efforts to cure within such time periods, and shall diligently thereafter pursue to cure the default to completion within a reasonable period of time.

b) Cooperative Resolution. During the cure period set forth in paragraph (a), and prior to pursuing any remedies described in this Section, the Parties will attempt, in good faith, to find a mutually agreeable resolution through communicating with each other and attempting to resolve any substantive problems arising under this Agreement, including challenges arising from funding difficulties, and/or any difficulty with effectively implementing the responsibilities detailed in this Agreement. Communication and attempts to resolve such problems and difficulties prior to pursuing remedies under this Agreement include, but are not limited to, meeting together, amending this Agreement, and/or seeking the assistance of a jointly agreed upon mediator.

c) Remedies. Upon the occurrence of any default, and following written notice and expiration of the time to cure, the non-defaulting Parties may, at their option: declare this Agreement null and void with respect to the defaulting Party, in which case the defaulting party shall not be entitled to the benefits and privileges of this Agreement or the Program; or pursue damages or specific performance or other legal and equitable remedies the injured Parties may have against the non-defaulting Party in accordance with applicable law. Nothing herein shall be construed as the non-defaulting Parties’ exclusive remedy for the remediation of default by a Party, and the non-defaulting Parties reserve the right to pursue any and all available rights and remedies at law or in equity.

d) Non-refund of Contributions. The payments made by all Parties pursuant to this

Agreement shall be used for the Program in the manner described herein, and all Parties acknowledge and agree that the development, administration, and operation of the Program, including development of the Navigation Center, provides an immediate benefit to each Party and that no payments made pursuant to this Agreement shall be refunded for any reason other than as specifically authorized herein.

9. INDEMNITY AND INSURANCE

9.1. Indemnity / Hold Harmless. Each Party shall hold harmless, indemnify, and defend the other Parties, and each of them individually and jointly, and their respective officers, employees, and agents, from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which arise out of a Party's failure to fulfill any payment obligations of such Party arising pursuant to the performance or nonperformance of the Party's covenants and obligations under this Agreement, and which result from the actively negligent or wrongful acts of the Party, or its officers, employees, or agents. This provision requiring a Party to hold harmless, indemnify, and defend the other Parties shall expressly not apply to claims, losses, liabilities, or damages arising from actions or omissions, negligent or otherwise, of any independent contractor providing services pursuant to a contract with any other Party. In the event of concurrent negligence of the Parties or any other Party, its respective officers, or employees, and a Party, its officers and employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or cost which arises out of the terms, conditions, covenants or responsibilities of this Agreement shall be apportioned in any dispute or litigation according to the California theory of comparative negligence.

9.2. Insurance. Each Host City, and all Center Operators, shall obtain and maintain in full force and effect throughout the term of this Agreement, or the term of the Center Operator's contract, as applicable, insurance of the types and in the amounts directed by the Party Representatives. Costs incurred by Host Cities in procuring or maintaining such insurance shall be a Program Cost.

10. MISCELLANEOUS

10.1. Approval by Party Representatives; Host City Authority. Any term or provision of this Agreement that calls for the direction, approval, or consent of the Party Representatives, shall mean and refer to the direction, approval, or consent of at least two-thirds (2/3) of the Party Representatives; provided that, notwithstanding anything contrary in this Agreement, the Host City shall have discretion to approve or disprove any such action that: directly relates to the operation, management, capacity, construction, location, design, or scale of a Navigation Center located in the Host City's jurisdiction; results in the addition of a Navigation Party to this Agreement; or any other action that, in Host City's reasonable discretion, will have a reasonably foreseeable negative material impact on residents, business, or public facilities in the area surrounding the Navigation Center, materially increase the intensity of Navigation Center use or capacity, or materially increase burdens on public services provided to said area.. Except as specifically provided herein, all actions reasonably necessary to effectuate the purpose of this Agreement and the Program may be performed by the Party Representatives except as may otherwise be prohibited by state or

federal law.

10.2. Notice. Any notices provided to any Party in connection with this Agreement shall be directed to the Party Representative of each of the Parties set forth in Exhibit “H”.

10.3. Parties as Independent Contractors. Each Party is, and at all times shall be deemed to be, an independent contractor of the other Parties. Nothing herein is intended or shall be construed as creating the relationship of employer and employee, or principal and agent, between any Party, or any Party's agents or employees. Each Party shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of the Program pursuant to this Agreement. Each Party, and its agents and employees, shall not be considered to be employees of any other Party.

10.4. Governing Law and Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction, located in Orange County, California, and the Parties agree to and hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

10.5. Amendments / Entire Agreement. Amendments to this Agreement must be in writing and approved by the governing body of each Party. This Agreement, and the various Exhibits referenced herein which are incorporated fully by this reference, is the entire agreement among the Parties with respect to the subject matter hereof, and it supersedes any prior written or oral agreements with respect to the subject matter.

10.6. Severability. If any section, subsection, paragraph, term, or provision of this Agreement, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, such section, subsection, paragraph, term, or provision, to the extent the same is valid and enforceable, and all other remaining provisions hereof, shall remain in full force and effect, to the fullest extent possible, and shall in no way be affected, impaired or invalidated thereby to the extent such are not rendered impractical to perform taking into consideration the purposes of this Agreement.

10.7. Attorneys’ Fees. In any action or proceeding to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable costs, expenses, and attorneys’ fees incurred in such action or proceeding.

10.8. Interpretation. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that it has not been influenced to any extent whatsoever in executing this Agreement by the other Parties, or by any person representing the other Parties, or both. Accordingly, any rule or law (including Civil

Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Agreement.

10.9. Non-Waiver of Rights and Remedies. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

10.10. Authority. The Parties represent and warrant that this Agreement has been duly authorized by their respective governing boards, and executed by a duly authorized representative thereof, and constitutes the legally binding obligation of their respective Party, enforceable in accordance with its terms.

10.11. Assignment. Except as otherwise expressly provided for herein, no Party shall assign any of its obligations or rights hereunder without the consent of all other Parties, and any such assignment without consent shall be null and void.

10.12. Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when the Parties have signed this Agreement, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties to this Agreement have caused the same to be executed by each of their duly authorized officers as follows:

[SIGNATURES]

CITY OF GARDEN GROVE

By: _____
City Manager

Attest:

City Clerk

Approved as to form:

City Attorney

CITY OF FOUNTAIN VALLEY

By: _____
City Manager

Attest:

City Clerk

Approved as to form:

City Attorney

CITY OF WESTMINSTER

By: _____
City Manager

Attest:

City Clerk

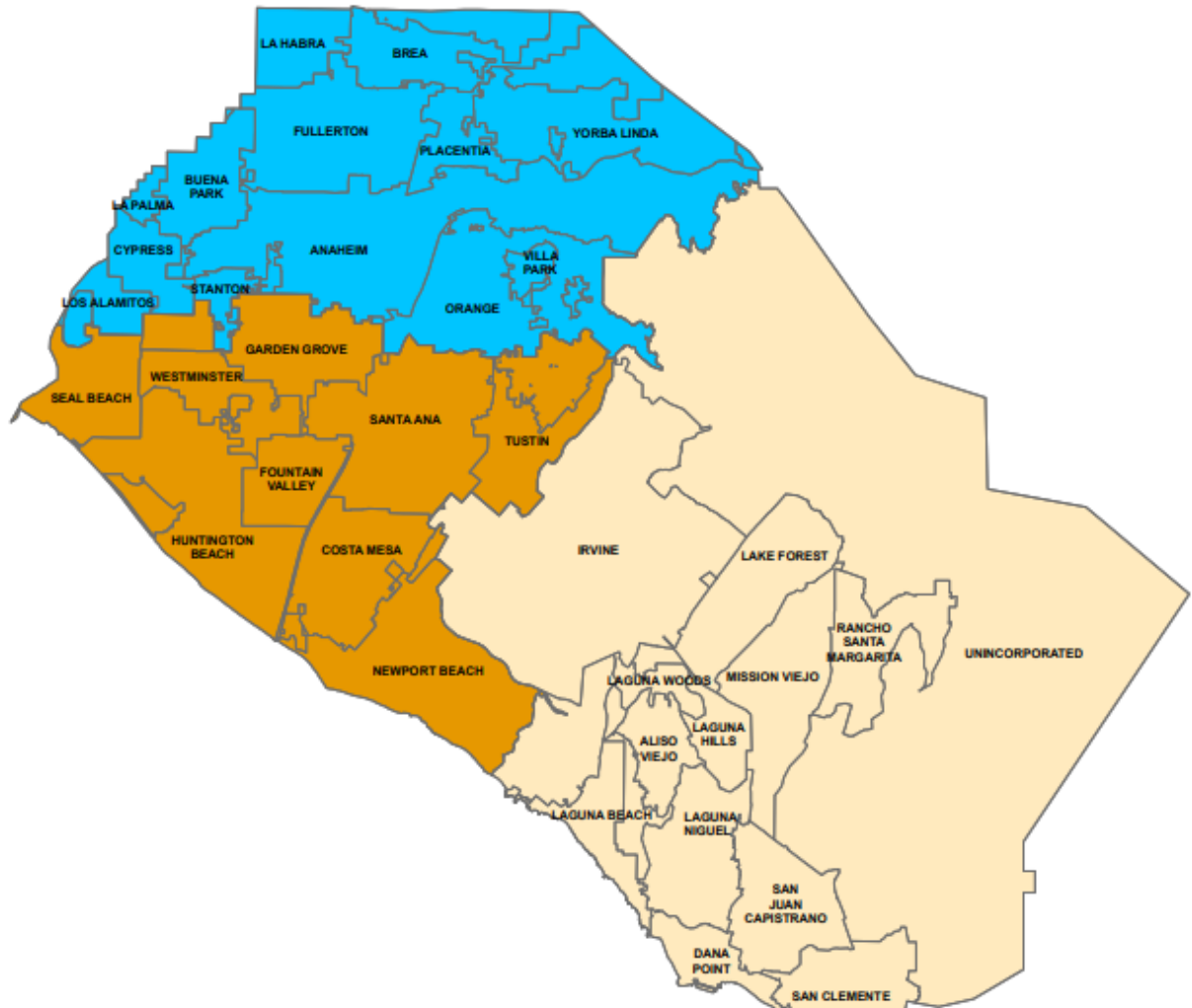
Approved as to form:

City Attorney

Exhibit "A"
 Central Service Planning Area



County of Orange Service Planning Areas



Service Planning Areas

- | | | |
|---|---|--|
| ■ NORTH REGION | ■ CENTRAL REGION | ■ SOUTH REGION |
| Anaheim
Brea
Buena Park
Fullerton
Cypress
La Habra
La Palma
Los Alamitos
Orange
Placentia
Stanton
Villa Park
Yorba Linda
County Unincorporated | Costa Mesa
Fountain Valley
Garden Grove
Huntington Beach
Newport Beach
Santa Ana
Seal Beach
Tustin
Westminster
County Unincorporated | Aliso Viejo
Dana Point
Irvine
Laguna Beach
Laguna Hills
Laguna Niguel
Laguna Woods
Lake Forest
Mission Viejo
Rancho Santa Margarita
San Clemente
San Juan Capistrano
County Unincorporated |

Exhibit “B”
Navigation Centers and Guest Capacity

City	Facility Name	Service Provider	Current Temporary Shelter Beds	Current Permanent Shelter Beds	Future Permanent Shelter Beds	Population Served
Costa Mesa	Costa Mesa Bridge Shelter https://www.costamesaca.gov/hot-topics/costa-mesa-bridge-shelter	Mercy House		72		Single Adults
Garden Grove*	Future Central Cities Navigation Center	TBD			50	Single Adults and Couples
Fountain Valley	Future Central Cities Navigation Center	TBD			13	Single Adults and Couples
Huntington Beach	Huntington Beach Navigation Center https://www.hbhomelessolutions.com	Mercy House		174		Single Adults
Newport Beach	Collaboration with Costa Mesa	Mercy House				
Santa Ana	Carnegie Site Homeless Shelter	Illumination Foundation		200		Single Adults and Families
Seal Beach	N/A					
Tustin	Tustin Temporary Emergency Shelter https://tustintemporaryshelter.squarespace.com/	Orange County Rescue Mission	57			Single Adults and Families
Westminster	Future Central Cities Navigation Center	TBD			22	Single Adults and Couples
Total Central SPA Emergency Shelter Beds			57	446	85	
County of Orange	Armory Emergency Shelter https://ceo.ocgov.com/care-coordination/homeless-services	County of Orange/Mercy House		100		Single Adults
	Yale Navigation Center (Santa Ana) https://epath.org/regions/orange-county/	County of Orange (PATH)		425		Single Adults
County of Orange Shelter Beds located within Central SPA				525		

**Designated Host City for Future Central Cities Navigation Center*

Exhibit “C”
Estimated Program Costs and Budget

(1) Future Central Cities Navigation Center 2022 Construction and Acquisition Program Costs (Estimated)						
	Due Diligence	C-SPA Administration	Property Acquisition	Tenant Improvements	FF&E	Estimated Budget
Garden Grove	231,618	44,118	3,323,529	411,765	882,353	4,893,382
Fountain Valley	60,221	11,471	864,118	107,059	229,412	1,272,279
Westminster	101,912	19,412	1,462,353	181,176	388,235	2,153,088
Total	393,750	75,000	5,650,000	700,000	1,500,000	8,318,749
Average Cost Per Bed				97,868		

(2) Future Central Cities Navigation Center Ongoing Operation and C-SPA Administration Costs (Estimated)			
Navigation Center	Total Cost	Bed	Average Cost Per Bed
Garden Grove	1,350,000	50	27,000
Fountain Valley	351,000	13	27,000
Westminster	594,000	22	27,000
C-SPA Administration	75,000		882
Total Cost	2,370,000	85*	
Average Cost Per Bed		27,882	
<p>*Cost estimated assume a capacity of 85 beds at the Future Central Cities Navigation Center. Ongoing operations and program design will explore opportunity to achieve capacity of up to 100 beds.</p>			

**Exhibit “D”
Estimated Funding Source(s) and Party Shares**

(1) Estimated Funding Source(s) for Construction and Acquisition (Estimated)					
	Property Acquisition	Construction (Due Diligence/ Tenant Improvement/ FF&E/Admin)	Party Shares	Funding Source(s)	Percent of Total
County of Orange		5,300,000	5,300,000	General Fund, ARPA	0.3892
Garden Grove	3,323,529	1,569,853	4,893,382	PLHA funds, Housing Authority, General Fund	0.3593
Fountain Valley	864,118	408,162	1,272,279	Housing Authority, General Fund	0.0934
Westminster	1,462,353	690,735	2,153,088	General Fund	0.1581
Total	5,650,000	7,968,750	13,618,750		1.0000

(2) Party Shares of Ongoing Operation Program Costs (Estimated at Year 1)				
	C-SPA Cities Cost Allocation Plan *	Party Shares	Funding Source(s)	Percent of Total
County of Orange		625,000	General Fund, ARPA	0.2686
Garden Grove	0.5882	1,001,103	PLHA funds, Housing Authority, General Fund	0.4302
Fountain Valley	0.1529	260,287	Housing Authority, General Fund	0.1119
Westminster	0.2588	440,485	General Fund	0.1893
Total	1.0000	2,326,875		1.0000

* Reference Exhibit ‘E’ for Cost Allocation Plan

**Exhibit “E”
2022 Cost Allocation Plan**

2022 Cost Allocation Plan							
	Option 1			Option 2		Option 3	
	2022 Point In Time Count*			2020 Population**	% of 2020 Population	Beds	2022 Cost Allocation by Beds
	Unsheltered	% of Unsheltered	Sheltered				
Garden Grove	278	0.5853	113	171,949	0.5375	50	0.5882
Fountain Valley	38	0.0800	0	57,047	0.1783	13	0.1529
Westminster	159	0.3347	0	90,911	0.2842	22	0.2588
	475	1.0000	113	319,907	1.0000	85	1.0000

Source

* Point In Time Count Results for the County of Orange released on May 11, 2022

** 2020 Census Results and Data Profiles (<https://www.census.gov/en.html>)

Exhibit “F”
Operating Plan Considerations

In addition to other matters directed by Party Representatives, Operation Plan should address or include the following:

- A. General policies and procedures that promote utmost safety for Guest, staff, volunteers, and the community, and New Navigation Center should strive to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts behaviors before they escalate.
- B. Security measures including but not limited to security plans, secured entrances, on-site security personnel, video recording equipment, lighting, law enforcement patrols, and neighborhood safety and patrols.
- C. Fire, earthquake, and disaster safety, including but not limited to evacuation plans, fire prevention procedures, fire drills and documentation, fire inspections and extinguishers.
- D. Guest access, including but not limited to hours of operation, controlled access, transportation of Guests to and from the Navigation Center from jurisdiction of resident, overflow management, screenings procedures and criteria, identification requirements and procedures, storage of Guest property, and animal policies.
- E. Guest rules of conduct and guidelines, including anti-loitering policies, the use of controlled and over the counter substances, possession of weapons or drug paraphernalia, and dispute resolution procedures.
- F. Access and referral of Guest to emergency and medical care, including both on-site of New Navigation Center and coordination with local EMT providers and medical facilities.
- G. Coordination with transitional housing providers to locate transition housing vacancies for Guests, and connect Guests to local service providers, with a goal of increasing the Navigation Center turnover rate as Guests are successfully matched to alternate housing opportunities.
- H. Health policies designed for safety of staff and Guests, including procedures for the handling and disposal of hazardous materials, precautions in handling of laundry and cleaning, and general self-health care, wearing appropriate protective garments (i.e. gloves), use of disinfecting cleaning products, and hand-washing procedures.
- I. Disease prevention protocols for prevention and treatment of diseases and conditions such as seizures, diabetic episodes, mental health episodes, lice, bed bugs, influenza, and other communicable and contagious diseases.
- J. Compliance with all local, state, and federal laws, regulations, and policies, including but not limited to labor laws, non-discrimination laws and policies, the American with Disabilities Act, gender-specific programming policies, religious freedom, and sexual harassment.

**Exhibit “G”
Program Accounts**

- A. **Capital Improvement Fund.** Monies in the CPI Fund shall be used solely and exclusively for purpose of financing costs associated with the expansion, modification, improvement, retrofitting, construction, and/or development of the New Navigation Center, including any pre or post-construction work associated with the foregoing.

- B. **Operating Fund.** Monies in the Operating Fund shall be used solely and exclusively for purposes of financing costs associated with the day-to-day, on-site management and operation of New Navigation Center, including such expenses as insurance, personnel, consumables, disposables, refuse disposal, utility costs, professional services providers, and exclusively for purposes of financing costs associated with the regular and routine maintenance, repair, or replacement of capital improvement associated with the New Navigation Center.

Exhibit “H”
Notices and Designation of Party Representative(s)

Party Representative(s)	Party Representative(s)
Garden Grove	<p>Scott C. Stiles, City Manager City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92840 EMAIL: sstiles@ggcity.org</p> <p>With Copy to:</p> <p>Omar Sandoval, City Attorney Woodruff, Spradlin & Smart 555 Anton Boulevard, Suite 1200 Costa Mesa, CA 92626 EMAIL: osandoval@wss-law.com</p>
Fountain Valley	<p>Christine Cordon, City Manager City of Westminster 8200 Westminster Blvd Westminster, CA 92683 EMAIL: ccordon@westminster-ca.gov</p> <p>With Copy to:</p> <p>Colin Burns, City Attorney Harper & Burns LLC 453 S. Glassell Street Orange, CA 92866 EMAIL: crburns@harperburns.com</p>
Westminster	<p>Maggie Le, City Manager City of Fountain Valley 10200 Slater Avenue Fountain Valley, CA 92708 EMAIL: Maggie.Le@fountainvalley.org</p> <p>With Copy to:</p> <p>Christian L. Bettenhausen, City Attorney Jones & Mayer 3777 North Harbor Boulevard Fullerton, CA 92835 EMAIL: clb@jones-mayer.com</p>



STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE - GROSS
(DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)

1. Basic Provisions ("Basic Provisions").

1.1 Parties. This Lease ("Lease"), dated for reference purposes only September 27, 2022, is made by and between City of Garden Grove, and/or assignee ("Lessor") and WEST ST INVESTMENTS LLC ("Lessee"), (collectively the "Parties," or individually a "Party").

1.2 Premises: That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, city, state, zip): 13871 West St., Garden Grove, CA 92843 ("Premises"). The Premises are located in the County of Orange, and are generally described as (describe briefly the nature of the property and, if applicable, the "Project," if the property is located within a Project): An approximate 11,376 sf industrial building on an approximate 0.43 acre lot. (See also Paragraph 2)

1.3 Term: years and three (3) months ("Original Term") commencing the business day following the Close of Escrow on the subject Premises ("Commencement Date") and ending three (3) months from Lease Commencement Date (month to month tenancy thereafter) ("Expiration Date"). (See also Paragraph 3)

1.4 Early Possession: If the Premises are available Lessee may have non-exclusive possession of the Premises commencing ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 Base Rent: \$17,064.00 per month ("Base Rent"), payable on the within five (5) days of Close of Escrow. day of each month commencing. (See also Paragraph 4)

If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph

1.6 Base Rent and Other Monies Paid Upon Execution:

- (a) Base Rent: \$17,064.00 for the period Term.
(b) Security Deposit: \$17,064.00 ("Security Deposit"). (See also Paragraph 5)
(c) Association Fees: for the period.
(d) Other: for.
(e) Total Due Upon Execution of this Lease: \$34,128.00.

1.7 Agreed Use: The property shall be used for warehousing, offices and its existing permitted uses. (See also Paragraph 6)

1.8 Insuring Party. Lessor is the "Insuring Party". The annual "Base Premium" is. (See also Paragraph 8)

1.9 Real Estate Brokers. (See also Paragraph 15 and 25)

(a) Representation: Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):
Lessor's Brokerage Firm License No. is the broker of (check one): the Lessor; or both the Lessee and Lessor (dual agent).

Lessor's Agent License No. is (check one): the Lessor's Agent (salesperson or broker associate); or both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm License No. is the broker of (check one): the Lessee; or both the Lessee and Lessor (dual agent).

Lessee's Agent License No. is (check one): the Lessee's Agent (salesperson or broker associate); or both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) Payment to Brokers. Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of or % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.10 Guarantor. The obligations of the Lessee under this Lease are to be guaranteed by ("Guarantor"). (See also Paragraph 37)

1.11 Attachments. Attached hereto are the following, all of which constitute a part of this Lease:

- an Addendum consisting of Paragraphs through;
a plot plan depicting the Premises;
a current set of the Rules and Regulations;
a Work Letter;
other (specify):

2. Premises.

2.1 Letting. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. NOTE: Lessee is advised to verify the actual size prior to executing this Lease.

2.2 Condition. Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, sump pumps, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the surface and structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "Building") shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense, except for the roof, foundations, and bearing walls which are handled as provided in paragraph 7. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 Compliance. Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("Applicable Requirements") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed. If the Premises do not comply with said warranty, Lessor shall,

INITIALS

INITIALS

~~except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:~~

~~(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and an amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.~~

~~(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.~~

~~(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.~~

~~2.4 Acknowledgements. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.~~

~~2.5 Lessee as Prior Owner/Occupant. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.~~

3. Term.

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

~~3.2 Early Possession. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.~~

~~3.3 Delay In Possession. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.~~

~~3.4 Lessee Compliance. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.~~

4. Rent.

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future payments to be made by Lessee to be by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent, Insurance and Real Property Taxes, and any remaining amount to any other outstanding charges or costs.

~~4.3 Association Fees. In addition to the Base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.~~

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting

INITIALS

INITIALS

showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 Use. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. **No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.**

~~(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.~~

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 Lessee's Compliance with Applicable Requirements. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises. In addition, Lessee shall provide Lessor with copies of its business license, certificate of occupancy and/or any similar document within 10 days of the receipt of a written request therefor.

6.4 Inspection; Compliance. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure, nor prevent the exercise of any of the other rights and remedies granted hereunder.

INITIALS


INITIALS

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.**7.1 Lessee's Obligations.**

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), ceilings, floors, stairs, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee is also responsible for keeping the roof and roof drainage clean and free of debris. Lessor shall keep the surface and structural elements of the roof, foundations, and bearing walls in good repair (see paragraph 7.2). Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, and (v) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time.

7.2 Lessor's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee, except for the surface and structural elements of the roof, foundations and bearing walls, the repair of which shall be the responsibility of Lessor upon receipt of written notice that such a repair is necessary. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.**8.1 Payment of Premium Increases.**

(a) Lessee shall pay to Lessor any insurance cost increase ("**Insurance Cost Increase**") occurring during the term of this Lease. Insurance Cost Increase is defined as any increase in the actual cost of the insurance required under Paragraph 8.2(b), 8.3(a) and 8.3(b), over and above the Base Premium as hereinafter defined calculated on an annual basis. Insurance Cost Increase shall include but not be limited to increases resulting from the nature of Lessee's occupancy, any act or omission of Lessee, requirements of the holder of mortgage or deed of trust covering the Premises, increased valuation of the Premises and/or a premium rate increase. The parties are encouraged to fill in the Base Premium in Paragraph 1.8 with a reasonable premium for the Required Insurance based on the Agreed Use of the Premises. If the parties fail to insert a dollar amount in Paragraph 1.8, then the Base Premium shall be the lowest annual premium reasonably obtainable for the

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Required Insurance as of the commencement of the Original Term for the Agreed Use of the Premises. In no event, however, shall Lessee be responsible for any portion of the increase in the premium cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of \$2,000,000 per occurrence.

(b) Lessee shall pay any such Insurance Cost Increase to Lessor within 30 days after receipt by Lessee of a copy of the premium statement or other reasonable evidence of the amount due. If the insurance policies maintained hereunder cover other property besides the Premises, Lessor shall also deliver to Lessee a statement of the amount of such Insurance Cost Increase attributable only to the Premises showing in reasonable detail the manner in which such amount was computed. Premiums for policy periods commencing prior to, or extending beyond the term of this Lease, shall be prorated to correspond to the term of this Lease.

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender or included in the Base Premium), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence, and Lessee shall be liable for such deductible amount in the event of an Insured Loss.

~~(b) **Rental Value.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.~~

~~(c) **Adjacent Premises.** If the Premises are part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.~~

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 Definitions.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the ^{DS}improvements on the Premises, other than Lessee Owned Alterations and Utility

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STG-27.40, Revised 10-22-2020

INITIALS

Last Edited: 10/3/2022 8:21 PM

Page 5 of 12
284 of 355

Installations, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "Premises Total Destruction" shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "Insured Loss" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "Replacement Cost" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "Hazardous Substance Condition" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 Partial Damage - Insured Loss. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds (except as to the deductible which is Lessee's responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 Partial Damage - Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 Total Destruction. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 Damage Near End of Term. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 Abatement of Rent; Lessee's Remedies.

(a) Abatement. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) Remedies. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 Termination; Advance Payments. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 Definition. As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. **TENANT UNDERSTANDS THAT THIS LEASE MAY SUBJECT TENANT TO PROPERTY AND POSSESSORY INTEREST PROPERTY TAXATION as set out in Revenue & Taxation Code Section 107.6 et seq.**

10.2 Payment of Taxes. Lessor shall pay the Real Property Taxes applicable to the Premises provided, however, that Lessee shall pay to Lessor the amount, if any, by which Real Property Taxes applicable to the Premises increase over the fiscal tax year during which the Commencement Date Occurs ("Tax Increase"). Payment of any such Tax Increase shall be made by Lessee to Lessor within 30 days after receipt of Lessor's written statement setting forth the amount due and computation thereof. If any such taxes shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such taxes shall be prorated to cover only that portion of the tax bill applicable to the period that this Lease is in effect. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that the Tax Increase be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payment shall be an amount equal to the amount of the estimated installment of the Tax Increase divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable Tax Increase is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable Tax Increase. If the amount collected by Lessor is insufficient to pay the Tax Increase when due, Lessee shall pay Lessor, upon demand, such additional sums as are necessary to pay such obligations. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.

10.3 Additional Improvements. Notwithstanding anything to the contrary in this Paragraph 10.2, Lessee shall pay to Lessor upon demand therefor the entirety of any increase in Real Property Taxes assessed by reason of Alterations or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 Joint Assessment. If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the Tax Increase for all of the land and

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improvements included within the tax parcel assessed, such proportion to be conclusively determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

10.5 **Personal Property Taxes.** Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.**

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to atton to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. **Default; Breach; Remedies.**

13.1 **Default; Breach.** A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE

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(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

~~13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.~~

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("Interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days

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STG-27.40, Revised 10-22-2020

INITIALS

Last Edited: 10/3/2022 8:21 PM

Page 8 of 12
Page 287 of 355

after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

~~15.1 Additional Commission. In addition to the payments owed pursuant to Paragraph 1.9 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.~~

~~15.2 Assumption of Obligations. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.9, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.~~

~~15.3 Representations and Indemnities of Broker Relationships. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.~~

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 Options. Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements

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STG-27.40, Revised 10-22-2020

INITIALS

Last Edited: 10/3/2022 8:21 PM

Page 8 of 12
Page 288 of 355

and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) **Lessor's Agent.** A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: **To the Lessor:** A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. **To the Lessee and the Lessor:** (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) **Lessee's Agent.** An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. **To the Lessee:** A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. **To the Lessee and the Lessor:** (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

~~(iii) **Agent Representing Both Lessor and Lessee.** A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.~~

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 Self-Executing. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and

INITIALS

INITIALS

expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "for sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition.** "Option" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Multiple Buildings. If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. Reservations. Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. Authority; Multiple Parties; Execution.

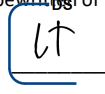
(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

INITIALS



INITIALS

46. Offer. Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS LEASE.

49. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease is is not attached to this Lease.

50. Accessibility; Americans with Disabilities Act.

(a) The Premises:

have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

- 1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
- 2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____
On: _____

Executed at: 10/3/2022
On: _____

By LESSOR:
City of Garden Grove, and/or assignee

By LESSEE:
WEST INVESTMENTS LLC

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

By: LOC TRAN
Name Printed: Loc Tran
Title: CEO
Phone: 214-682-5559
Fax: _____
Email: tran.tpi@gmail.com

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

Address: _____
Federal ID No.: _____

BROKER

Attn: _____
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____

INITIALS

BROKER

Attn: _____
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____

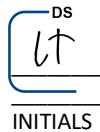
INITIALS

Broker DRE License #: _____
Agent DRE License #: _____

Broker DRE License #: _____
Agent DRE License #: _____

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There is no impact to the General Fund. These improvements were included in the Fiscal Year 2022-23 Capital Improvement Plan and are funded by Measure "M2 Local Fair Share," Coronavirus Response and Relief Supplemental Appropriation Federal Grant and Gas Tax.

RECOMMENDATION

- Award a contract to R.J. Noble Company in the amount of \$2,049,175 for Garden Grove Boulevard Rehabilitation from Harbor Boulevard to Fairview Street; and
- Authorize the City Manager to execute an agreement with R.J. Noble Company, and make minor modifications as appropriate thereto, on behalf of the City.

By: Navin Maru, Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
BID SUMMARY	9/22/2022	Backup Material	10-11-22_Bid_Summary.docx
AGREEMENT	9/26/2022	Cover Memo	RJNOBLE_Construction_Agreement_(1).pdf

**CITY OF GARDEN GROVE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

BID SUMMARY SHEET

FOR

**GARDEN GROVE BOULEVARD REHABILITATION
HARBOR BOULEVARD TO FAIRVIEW STREET**

BID OPENING: DATE: SEPTEMBER 21, 2022

TIME: 11:00 A.M.

ENGINEER'S ESTIMATE: \$ 2,000,000.00

<i>Bidder's Name</i>	<i>Total Bid</i>	<i>% Under/Over Engrs. Est</i>
R.J. Noble Company, Orange	\$2,049,175.00	+02.46% Over
Hardy and Harper Inc., Lake Forest	\$2,152,000.00	+07.60% Over

CONSTRUCTION AGREEMENT

R J NOBLE COMPANY

THIS AGREEMENT is made this 11th day of October, 2022 by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and R J Noble Company., 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 Authorization dated October 11, 2022.
2. CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **GARDEN GROVE BOULEVARD REHABILITATION, CITY PROJECT NO. CP – 1316000, FEDERAL PROJECT NO. CRAL-5328 (088)**.
3. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

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

SECTION 5 - AGREEMENT (Continued)

- 5.2 Materials and Labor.** CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to construct and complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.
- 5.3 Project.** The PROJECT is described as: **GARDEN GROVE BOULEVARD REHABILITATION, CITY PROJECT NO. CP - 1316000, FEDERAL PROJECT NO. CRAL-5328 (088)**
- 5.4 Plans and Specifications.** The work to be done is shown in a set of detailed Plans and Specifications entitled: **GARDEN GROVE BOULEVARD REHABILITATION, CITY PROJECT NO. CP - 1316000, FEDERAL PROJECT NO. CRAL-5328 (088)**. Said Plans and Specifications and any revision, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of the CITY, which are also incorporated herein and referred to by, reference.
- 5.5 Time of Commencement and Completion.** CONTRACTOR shall have **ten (10) working days from the award of the Contract** to execute the Contract and supply the CITY with all the documents and information required by the Instructions to Bidders and the other Contract Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the CITY receives the executed contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the CONTRACTOR. If CONTRACTOR refuses or fails to provide the required documents and information within the ten (10) city working days, the CITY may then rescind the award of the Contract and then award the Contract to the next lowest responsive and responsible bidder.

The Contract time shall commence on the fifteenth (15th) calendar day following the Notice to Proceed issued by the City and the CONTRACTOR agrees to submit shop drawings **within fourteen (14) calendar days**. Further, upon receipt of the Notice to Proceed, the CONTRACTOR shall diligently prosecute the work within **75 (Seventy Five) working days** to completion as required per the plans and specifications excluding delays caused or authorized by the CITY as set forth in Sections 5.7, 5.8 and 5.9 hereof.

- 5.6 Time is of the Essence.** Time is of the essence of this Contract.

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

SECTION 5 - AGREEMENT (Continued)

of the Contract and then award the Contract to the next lowest responsible and responsive bidder.

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

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

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

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities would be determined in accordance with SPECIAL PROVISIONS and Section 3-3 of the Standard Specifications for Public Works Construction 2020 Edition (GREEN BOOK). The CITY'S decision will be conclusive on all parties to this Contract.

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

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

SECTION 5 - AGREEMENT (Continued)

5.9 Changes in Project.

5.9.1 CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

- a. In the Specifications (including drawings and designs);
- b. In the time, method or manner of performance of the work;
- c. In the CITY -furnished facilities, equipment, materials, services or site; or
- d. Directing acceleration in the performance of the work.

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

5.9.2 A change may also be any other conflict, difficulty or issue which the CONTRACTOR believes caused any change to the CONTRACTOR'S costs or project schedule, provided CONTRACTOR gives the CITY written notice and a request for equitable adjustment that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. The notice shall also state the date the CONTRACTOR became aware of the issue, circumstances and source of the issue and that CONTRACTOR regards the issue as a change order. Said written notice shall be delivered to the CITY via certified mail within twenty (20) days of CONTRACTOR'S first notice of the issue. CONTRACTOR'S failure to submit the notice, which includes the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY shall review CONTRACTOR'S request and shall provide a written response within thirty (30) days of receipt of the request either approving or denying the request.

5.9.3 Except as provided in this Section 5.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 5.9 or entitle CONTRACTOR to an equitable adjustment.

5.9.4 Except for claims based on defective specifications, no claim for any change under paragraph 5.9.1 or 5.9.2 above shall be allowed for any work performed more than 20 days before the CONTRACTOR gives written notice as required in paragraphs 5.9.1 and 5.9.2. In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.

5.9.5 If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 5.9, it must, within thirty (30) days after receipt of a denial of a request for equitable adjustment under paragraphs 5.9.1 and 5.9.2, submit a written statement to

SECTION 5 - AGREEMENT (Continued)

the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR'S failure to submit the notice of a claim, within the required thirty (30) days shall constitute a waiver of the claim by the CONTRACTOR.

5.9.6 No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.

5.9.7 CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change there from is authorized in writing by the CITY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deductions, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns therefore shall be submitted without delay by CONTRACTOR to CITY.

5.10 Liquidated Damages for Delay. The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 5.5 herein, plus the allowance made for delays or extensions authorized under Sections 5.7, 5.8 and 5.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of **Four Thousand Dollars (\$4,000.00) per day** for each and every calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any monies due or that may become due CONTRACTOR under the Contract.

5.11 Contract Price and Method of Payment. CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum of **Two Million Forty Nine Thousand One Hundred and Seventy Five Dollars and No Cents (\$ 2,049,175.00)** as itemized in the bid proposal.

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

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

5.12 Substitution of Securities in Lieu of Retention of Funds. Pursuant to California Public Works Contract Code § 22300, the CONTRACTOR will be entitled to post approved securities

SECTION 5 - AGREEMENT (Continued)

with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

5.13 Completion. Within 10 days after the contract completion date of the Project, CONTRACTOR shall file with the CITY'S Engineer its affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. CITY may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier.

5.14 CONTRACTOR 's Employees Compensation

5.14.1 General Prevailing Rate. CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question."

5.14.2 Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

5.14.3 Apprentices. Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of specialty contractors not bidding for work through a general or prime contractor involve less than thirty thousand dollars (\$30,000.00).

5.14.4 Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3,

SECTION 5 - AGREEMENT (Continued)

Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

5.14.5 Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports **and cancelled checks** for labors, every two weeks to the Engineer. Certified payroll and cancelled checks submittals are due one month after start of construction and every two weeks thereafter. *If the certified payroll and cancelled checks are not submitted, the CONTRACTOR will be notified that compliance is required within five (5) working days or contract work must cease. The CITY will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to CONTRACTOR's failure to comply.* Work shall be ceased in an orderly, safe fashion with all vehicle access restored. Should this not occur, CITY will correct the deficiencies and deduct the cost from funds due to the CONTRACTOR. In addition, no progress payment shall be made until the copies of certified payroll reports and cancelled checks are submitted.

5.14.6 Contractor Registration. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

5.14.7 Posting of Job Site Notices. CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a) (2).

5.14.8 Notice of DIR Compliance Monitoring and Enforcement. Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

5.15 Surety Bonds. CONTRACTOR shall, prior to entering into performance of this Agreement, furnish a performance bond, on the CITY's bond form in the amount of one hundred percent

SECTION 5 - AGREEMENT (Continued)

(100%) of the Contract price, to guarantee the faithful performance of the work, and a payment bond, on the CITY's form in the amount of one hundred percent (100%) of the Contract price, to guarantee payment of all claims for labor and materials furnished. Bonds submitted on any form other than the CITY's form will be rejected. The required bonds shall be from a surety licensed to do business in the State of California and with a current A.M. Best's rating of A-, VII. This Contract shall not become effective until such bonds are supplied and approved by the CITY."

5.16 Insurance.

5.16.1 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. A **waiver of subrogation** shall be provided by the insurer for **each policy** waiving subrogation against CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, Claims **made** and **modified occurrence** policies **shall not be accepted** for any policy, unless otherwise indicated. All Subcontractors shall be required to provide and maintain the same insurances as required of CONTRACTOR under this contract. CONTRACTOR shall be required to collect and maintain all required insurances from all Subcontractors.

5.16.2 CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.

5.16.3 CONTRACTOR and all Subcontractors shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, and shall issue a waiver of subrogation.

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

Additional Insured Endorsements, **ongoing and products-completed operations**, for the **Commercial General Liability policy**, including mobile equipment and not excluding XCU and on the **Contractors' Pollution Liability policy**, if available. Endorsements shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 28; **and** CG 20 37 forms if later revisions used). Insurance companies must be acceptable to CITY

SECTION 5 - AGREEMENT (Continued)

and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY.

Contractor's Pollution Legal Liability: Insurance companies must be acceptable to City and have a Best's Guide Rating of A- Class VII or better, as approved by Authority. If policy is written on a claims-made form:

- 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy with a retroactive date prior to the contract effective date, the CONTRACTOR must purchase an extended period coverage for a minimum of three (3) years after completion of the contract work.
- 4) A copy of the claims reporting requirements must be submitted to the CITY for review.

Automobile Liability policy and shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insured's 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. Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

A Loss Payee Endorsement for the **Course of Construction** policy designating the City of Garden Grove as Loss Payee. Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY.

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

For any claims related to this Project, the CONTRACTOR's insurance coverage shall be primary insurance at least as broad as ISO CG 20 01 04 13 as respects CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and

SECTION 5 - AGREEMENT (Continued)

volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, shall be excess of the CONTRACTOR's insurance and not contribute with it.

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

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

Workers' Compensation	As required by the State of California.
Employer's Liability	Not less than \$1,000,000 per accident for bodily injury or disease.
Commercial General Liability (including on-going operations, products - completed operations, and mobile equipment, and not excluding XCU)	Not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage.
Contractor's Pollution Legal Liability	Not less than \$1,000,000 per occurrence
Automobile Liability, for all automobiles including non-owned and hired vehicles	Not less than \$2,000,000 combined single limit for bodily injury and property damage.
Follows Form Excess Liability	Required for any underlying policy that does not meet the underlying policy limits required herein.

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

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

SECTION 5 - AGREEMENT (Continued)

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

5.18 Termination.

5.18.1 This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

5.18.2 If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

5.18.3 Upon receipt of a termination action under paragraph (5.18.1) or (5.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

5.18.4 Upon termination under paragraphs (5.18.1) and (5.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

5.19 Warranty. The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY's designs, drawings and specifications.

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

SECTION 5 - AGREEMENT (Continued)

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

5.20 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each shall bear its own attorneys' fees, costs and necessary disbursements. Notwithstanding the foregoing, if any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

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

TO CITY:

*City of Garden Grove.
Public Works Department
Attention: Navin Maru
11222 Acacia Parkway
Garden Grove, CA 92842
(714) 741-5180
(714) 741-5578 Fax*

TO CONTRACTOR:

*R J Noble Company
Steven L. Mendoza, Secretary
15505 E. Lincoln Avenue
Orange, CA 92865
(714) 637-1550
(714) 637-6321 Fax*

[SIGNATURES ON NEXT PAGE]

FHWA-1273 -- [Revised July 5, 2022](#)

**REQUIRED CONTRACT
PROVISIONS FEDERAL-AID
CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____

Scott C. Stiles
City Manager

ATTEST:

City Clerk

Date: _____

"CONTRACTOR"
R J NOBLE COMPANY

CONTRACTOR'S State License No. 782908

(Expiration Date: August 21, 2024)

CONTRACTOR'S DIR No. 1000004235, Exp. 6/30/2025
Attached Copy of your DIR Certificate.

By:

Title: _____

Date: _____

APPROVED AS TO FORM:

Garden Grove City Attorney

Date _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required.

CONSTRUCTION AGREEMENT

R J NOBLE COMPANY

THIS AGREEMENT is made this 11th day of October, 2022 by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and R J Noble Company., 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 Authorization dated October 11, 2022.
2. CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **GARDEN GROVE BOULEVARD REHABILITATION, CITY PROJECT NO. CP – 1316000, FEDERAL PROJECT NO. CRAL-5328 (088)**.
3. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

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

SECTION 5 - AGREEMENT (Continued)

- 5.2 Materials and Labor.** CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to construct and complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.
- 5.3 Project.** The PROJECT is described as: **GARDEN GROVE BOULEVARD REHABILITATION, CITY PROJECT NO. CP - 1316000, FEDERAL PROJECT NO. CRAL-5328 (088)**
- 5.4 Plans and Specifications.** The work to be done is shown in a set of detailed Plans and Specifications entitled: **GARDEN GROVE BOULEVARD REHABILITATION, CITY PROJECT NO. CP - 1316000, FEDERAL PROJECT NO. CRAL-5328 (088)**. Said Plans and Specifications and any revision, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of the CITY, which are also incorporated herein and referred to by, reference.
- 5.5 Time of Commencement and Completion.** CONTRACTOR shall have **ten (10) working days from the award of the Contract** to execute the Contract and supply the CITY with all the documents and information required by the Instructions to Bidders and the other Contract Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the CITY receives the executed contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the CONTRACTOR. If CONTRACTOR refuses or fails to provide the required documents and information within the ten (10) city working days, the CITY may then rescind the award of the Contract and then award the Contract to the next lowest responsive and responsible bidder.

The Contract time shall commence on the fifteenth (15th) calendar day following the Notice to Proceed issued by the City and the CONTRACTOR agrees to submit shop drawings **within fourteen (14) calendar days**. Further, upon receipt of the Notice to Proceed, the CONTRACTOR shall diligently prosecute the work within **75 (Seventy Five) working days** to completion as required per the plans and specifications excluding delays caused or authorized by the CITY as set forth in Sections 5.7, 5.8 and 5.9 hereof.

- 5.6 Time is of the Essence.** Time is of the essence of this Contract.

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

SECTION 5 - AGREEMENT (Continued)

of the Contract and then award the Contract to the next lowest responsible and responsive bidder.

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

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

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

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities would be determined in accordance with SPECIAL PROVISIONS and Section 3-3 of the Standard Specifications for Public Works Construction 2020 Edition (GREEN BOOK). The CITY'S decision will be conclusive on all parties to this Contract.

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

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

SECTION 5 - AGREEMENT (Continued)

5.9 Changes in Project.

5.9.1 CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

- a. In the Specifications (including drawings and designs);
- b. In the time, method or manner of performance of the work;
- c. In the CITY -furnished facilities, equipment, materials, services or site; or
- d. Directing acceleration in the performance of the work.

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

5.9.2 A change may also be any other conflict, difficulty or issue which the CONTRACTOR believes caused any change to the CONTRACTOR'S costs or project schedule, provided CONTRACTOR gives the CITY written notice and a request for equitable adjustment that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. The notice shall also state the date the CONTRACTOR became aware of the issue, circumstances and source of the issue and that CONTRACTOR regards the issue as a change order. Said written notice shall be delivered to the CITY via certified mail within twenty (20) days of CONTRACTOR'S first notice of the issue. CONTRACTOR'S failure to submit the notice, which includes the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY shall review CONTRACTOR'S request and shall provide a written response within thirty (30) days of receipt of the request either approving or denying the request.

5.9.3 Except as provided in this Section 5.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 5.9 or entitle CONTRACTOR to an equitable adjustment.

5.9.4 Except for claims based on defective specifications, no claim for any change under paragraph 5.9.1 or 5.9.2 above shall be allowed for any work performed more than 20 days before the CONTRACTOR gives written notice as required in paragraphs 5.9.1 and 5.9.2. In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.

5.9.5 If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 5.9, it must, within thirty (30) days after receipt of a denial of a request for equitable adjustment under paragraphs 5.9.1 and 5.9.2, submit a written statement to

SECTION 5 - AGREEMENT (Continued)

the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR'S failure to submit the notice of a claim, within the required thirty (30) days shall constitute a waiver of the claim by the CONTRACTOR.

5.9.6 No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.

5.9.7 CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change there from is authorized in writing by the CITY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deductions, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns therefore shall be submitted without delay by CONTRACTOR to CITY.

5.10 Liquidated Damages for Delay. The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 5.5 herein, plus the allowance made for delays or extensions authorized under Sections 5.7, 5.8 and 5.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of **Four Thousand Dollars (\$4,000.00) per day** for each and every calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any monies due or that may become due CONTRACTOR under the Contract.

5.11 Contract Price and Method of Payment. CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum of **Two Million Forty Nine Thousand One Hundred and Seventy Five Dollars and No Cents (\$ 2,049,175.00)** as itemized in the bid proposal.

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

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

5.12 Substitution of Securities in Lieu of Retention of Funds. Pursuant to California Public Works Contract Code § 22300, the CONTRACTOR will be entitled to post approved securities

SECTION 5 - AGREEMENT (Continued)

with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

5.13 Completion. Within 10 days after the contract completion date of the Project, CONTRACTOR shall file with the CITY'S Engineer its affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. CITY may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier.

5.14 CONTRACTOR 's Employees Compensation

5.14.1 General Prevailing Rate. CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question."

5.14.2 Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

5.14.3 Apprentices. Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of specialty contractors not bidding for work through a general or prime contractor involve less than thirty thousand dollars (\$30,000.00).

5.14.4 Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3,

SECTION 5 - AGREEMENT (Continued)

Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

5.14.5 Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports **and cancelled checks** for labors, every two weeks to the Engineer. Certified payroll and cancelled checks submittals are due one month after start of construction and every two weeks thereafter. *If the certified payroll and cancelled checks are not submitted, the CONTRACTOR will be notified that compliance is required within five (5) working days or contract work must cease. The CITY will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to CONTRACTOR's failure to comply.* Work shall be ceased in an orderly, safe fashion with all vehicle access restored. Should this not occur, CITY will correct the deficiencies and deduct the cost from funds due to the CONTRACTOR. In addition, no progress payment shall be made until the copies of certified payroll reports and cancelled checks are submitted.

5.14.6 Contractor Registration. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

5.14.7 Posting of Job Site Notices. CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a) (2).

5.14.8 Notice of DIR Compliance Monitoring and Enforcement. Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

5.15 Surety Bonds. CONTRACTOR shall, prior to entering into performance of this Agreement, furnish a performance bond, on the CITY's bond form in the amount of one hundred percent

SECTION 5 - AGREEMENT (Continued)

(100%) of the Contract price, to guarantee the faithful performance of the work, and a payment bond, on the CITY's form in the amount of one hundred percent (100%) of the Contract price, to guarantee payment of all claims for labor and materials furnished. Bonds submitted on any form other than the CITY's form will be rejected. The required bonds shall be from a surety licensed to do business in the State of California and with a current A.M. Best's rating of A-, VII. This Contract shall not become effective until such bonds are supplied and approved by the CITY."

5.16 Insurance.

5.16.1 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. A **waiver of subrogation** shall be provided by the insurer for **each policy** waiving subrogation against CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, Claims **made** and **modified occurrence** policies **shall not be accepted** for any policy, unless otherwise indicated. All Subcontractors shall be required to provide and maintain the same insurances as required of CONTRACTOR under this contract. CONTRACTOR shall be required to collect and maintain all required insurances from all Subcontractors.

5.16.2 CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.

5.16.3 CONTRACTOR and all Subcontractors shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, and shall issue a waiver of subrogation.

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

Additional Insured Endorsements, **ongoing and products-completed operations**, for the **Commercial General Liability policy**, including mobile equipment and not excluding XCU and on the **Contractors' Pollution Liability policy**, if available. Endorsements shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 28; **and** CG 20 37 forms if later revisions used). Insurance companies must be acceptable to CITY

SECTION 5 - AGREEMENT (Continued)

and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY.

Contractor's Pollution Legal Liability: Insurance companies must be acceptable to City and have a Best's Guide Rating of A- Class VII or better, as approved by Authority. If policy is written on a claims-made form:

- 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy with a retroactive date prior to the contract effective date, the CONTRACTOR must purchase an extended period coverage for a minimum of three (3) years after completion of the contract work.
- 4) A copy of the claims reporting requirements must be submitted to the CITY for review.

Automobile Liability policy and shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insured's 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. Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

A Loss Payee Endorsement for the **Course of Construction** policy designating the City of Garden Grove as Loss Payee. Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY.

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

For any claims related to this Project, the CONTRACTOR's insurance coverage shall be primary insurance at least as broad as ISO CG 20 01 04 13 as respects CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and

SECTION 5 - AGREEMENT (Continued)

volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, shall be excess of the CONTRACTOR's insurance and not contribute with it.

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

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

Workers' Compensation	As required by the State of California.
Employer's Liability	Not less than \$1,000,000 per accident for bodily injury or disease.
Commercial General Liability (including on-going operations, products - completed operations, and mobile equipment, and not excluding XCU)	Not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage.
Contractor's Pollution Legal Liability	Not less than \$1,000,000 per occurrence
Automobile Liability, for all automobiles including non-owned and hired vehicles	Not less than \$2,000,000 combined single limit for bodily injury and property damage.
Follows Form Excess Liability	Required for any underlying policy that does not meet the underlying policy limits required herein.

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

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

SECTION 5 - AGREEMENT (Continued)

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

5.18 Termination.

5.18.1 This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

5.18.2 If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

5.18.3 Upon receipt of a termination action under paragraph (5.18.1) or (5.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

5.18.4 Upon termination under paragraphs (5.18.1) and (5.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

- 5.19 **Warranty.** The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY's designs, drawings and specifications.

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

SECTION 5 - AGREEMENT (Continued)

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

5.20 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each shall bear its own attorneys' fees, costs and necessary disbursements. Notwithstanding the foregoing, if any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

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

TO CITY:

*City of Garden Grove.
Public Works Department
Attention: Navin Maru
11222 Acacia Parkway
Garden Grove, CA 92842
(714) 741-5180
(714) 741-5578 Fax*

TO CONTRACTOR:

*R J Noble Company
Steven L. Mendoza, Secretary
15505 E. Lincoln Avenue
Orange, CA 92865
(714) 637-1550
(714) 637-6321 Fax*

[SIGNATURES ON NEXT PAGE]

FHWA-1273 -- [Revised July 5, 2022](#)

**REQUIRED CONTRACT
PROVISIONS FEDERAL-AID
CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities:

The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default, 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____

Scott C. Stiles
City Manager

ATTEST:

City Clerk

Date: _____

"CONTRACTOR"
R J NOBLE COMPANY

CONTRACTOR'S State License No. 782908

(Expiration Date: August 21, 2024)

CONTRACTOR'S DIR No. 1000004235, Exp. 6/30/2025
Attached Copy of your DIR Certificate.

By:

Title: _____

Date: _____

APPROVED AS TO FORM:

Garden Grove City Attorney

Date _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required.

ORDINANCE NO. 2939

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING AMENDMENT NO. A-035-2022 TO AMEND TITLE 9 (LAND USE) OF THE GARDEN GROVE MUNICIPAL CODE TO MAKE FOCUSED ZONING AMENDMENTS TO IMPLEMENT VARIOUS POLICIES AND PROGRAMS SET FORTH IN THE GENERAL PLAN HOUSING ELEMENT AND LAND USE ELEMENT AND TO ENSURE COMPLIANCE WITH APPLICABLE STATE HOUSING LAWS

City Attorney Summary

This Ordinance amends Title 9 (Land Use) of the Garden Grove Municipal Code to make focused zoning amendments to implement various policies and programs set forth in the General Plan Housing Element and Land Use Element and to ensure compliance with applicable State housing laws. Focused zoning text amendments to Chapters 9.04 (General Provisions), 9.08 (Single-Family Residential Development Standards), 9.12 (Multifamily Residential Development Standards), 9.16 (Commercial, Office Professional, Industrial, and Open Space Development Standards), 9.18 (Mixed Use Regulations and Development Standards), and 9.32 (Procedures and Hearings) of Title 9 of the Municipal Code are proposed to update the definitions, development standards, and land use action procedures pertaining to single-family residential, multiple-family residential, mixed use, landscaping standards, supportive housing, and single room occupancy housing. This Ordinance also adds a new Chapter in Title 9 of the Municipal Code (Chapter 9.60 – Special Housing Regulations) containing and consolidating special regulations pertaining specifically to housing development projects.

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, Government Code 65584 requires local jurisdictions to encourage, promote, and facilitate the development of housing to accommodate its regional housing need; and

WHEREAS, the City of Garden Grove has previously adopted a Focused General Plan Update and Zoning Amendments project (collectively, the "FGPUZA"), which included (1) General Plan Amendment No. GPA-003-2021, consisting of updates to the General Plan Housing Element, Land Use Element, and the Safety Element, and adoption of a new General Plan Environmental Justice Element to comply with State law provisions, including complying with the 6th Cycle (2021-2029) of the Regional Housing Needs Assessment (RHNA) that requires the City to plan for 19,168 residential dwelling units for all income levels during the 2021-2029 planning period; and (2) Zoning Amendment No. A-031-2021, consisting of text/map amendments to Title 9 of the Municipal Code and to the Zoning Map to implement the Housing Element and Land Use Element Updates; and

WHEREAS, Amendment No. A-035-2022 is a continuation of the efforts initiated by the previously adopted FGPUZA, by amending Title 9 (Land Use) of the Garden Grove Municipal Code to make focused zoning amendments to implement various policies and programs set forth in the General Plan Housing Element and Land Use Element and to ensure compliance with applicable State housing laws; and

WHEREAS, in compliance with the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.* ("CEQA") and CEQA's implementing Guidelines, California Code of Regulations, Title 14, Section 15000 *et seq.* (CEQA Guidelines), a Program Environmental Impact Report (Program EIR) had been prepared and adopted, along with a Mitigation Monitoring and Reporting Program, and Statement of Overriding Considerations, for the previously adopted FGPUZA which analyzed potential environmental impacts; and

WHEREAS, the City Council hereby finds and determines that no further review under the California Environmental Quality Act ("CEQA") is required pursuant to Public Resources Code Section 21166 and CEQA Guidelines Section 15162 because the proposed focused zoning amendments implement the General Plan update analyzed in the FGPUZA Environmental Impact Report, State Clearinghouse No. 2021060714 ("Garden Grove General Plan Update and Focused Zoning Amendments"), potential impacts of the focused zoning amendments of Amendment No. A-035-2022 fall within the scope of the General Plan Update EIR, and the focused zoning amendments will not result in any new significant impacts or a substantial increase in the severity of previously identified significant impacts; and

WHEREAS, the Planning Commission of the City of Garden Grove held a duly noticed public hearing on September 1, 2022 and considered all oral and written testimony presented regarding Amendment No. A-035-2022; and,

WHEREAS, on September 1, 2022, following the public hearing, the Planning Commission adopted (i) Resolution No. 6051-22 recommending that the City Council approve Amendment No. A-035-2022; and

WHEREAS, a duly noticed public hearing regarding Amendment No. A-035-2022 was held by the City Council on September 27, 2022, and all interested persons were given an opportunity to be heard; and,

WHEREAS, the City Council gave due and careful consideration to the matter; and

WHEREAS, the City Council hereby makes the following findings regarding Amendment No. A-035-2022:

- A. Amendment No. A-035-2022 is internally consistent with the goals, objectives and elements of the City's General Plan as described in the Findings and Reasons of Planning Commission Resolution No. 6051-22.

B. Amendment No. A-035-2022 will promote the public interest, health, safety, and welfare as described in the Findings and Reasons of Planning Commission Resolution No. 6051-22.

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

SECTION 1. The City Council finds that the above recitals are true and correct.

SECTION 2. Amendment No. A-035-2022 is hereby approved pursuant to the findings set forth herein and the facts and reasons stated in Planning Commission Resolution No. 6051-22, a copy of which is on file in the Office of the City Clerk, and which is incorporated herein by reference with the same force and effect as if set forth in full.

SECTION 3. Chapters 9.04 (General Provisions), 9.08 (Single-Family Residential Development Standards), 9.12 (Multifamily Residential Development Standards), 9.16 (Commercial, Office Professional, Industrial, and Open Space Development Standards), 9.18 (Mixed Use Regulations and Development Standards), and 9.32 (Procedures and Hearings) of Title 9 of the Garden Grove Municipal Code are hereby amended to update the definitions, development standards, and land use action procedures pertaining to single-family residential, multiple-family residential, mixed use, landscaping standards, supportive housing, and single room occupancy housing as shown in Exhibit A attached to this Ordinance (additions in underlined text; deletions in ~~struck-out text~~).

SECTION 4. Title 9 of the Garden Grove Municipal Code is hereby amended to add a new chapter, Chapter 9.60, titled "Special Housing Regulations", attached as Exhibit "B", which contain and consolidate special regulations pertaining specifically to housing development projects.

SECTION 5. 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 6. 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.

Revenue Source	FY 2021-22			
	Adopted Budget (\$'000)	Amended Budget (\$'000)	Unaudited Actual (\$'000)	Projected Variance (\$'000)
Sales Tax	\$ 46,216	\$ 56,096	\$ 58,770	\$ 2,674
Property Tax	53,967	55,466	59,619	4,153
Hotel Tax	10,500	22,215	23,421	1,206
Other	44,354	44,354	46,282	1,928
	<u>\$ 155,037</u>	<u>\$ 178,131</u>	<u>\$ 188,092</u>	<u>\$ 9,961</u>

Sales tax has been realizing growth exceeding the pre-pandemic levels. While high inflation is causing the economy to show signs of slowing down, it does provide for additional tax collection related to higher prices. For fiscal year ended June 30, 2022, it is estimated that total sales tax would reach \$58.8 million, a 19.2% increase from the previous year. Measure O transaction tax was approximately \$29.0 million for the year.

Property tax has historically come in above budget due to prior year and supplemental payments that are challenging to forecast. As of June 30, 2022, it is estimated that property tax revenue will exceed current budget by \$4.2 million.

Transient Occupancy Tax (TOT) continues to show improvement over the previous two years and is trending in line with our June forecast. Beginning March 2022, TOT revenue has shown strong recovery, overall TOT for last fiscal year was approximately \$23.4 million, which was just about 11.0% lower than the peak level before the pandemic.

On the expenditure side, staff has worked diligently to stay within budget. One-time funds such as the State and Local Fiscal Recovery Fund were committed to one-time uses that have long-lasting positive impact to our community. As noted in prior financial updates, a total of \$17.5 million was committed to the street pavement program, \$25.5 million was slated for the civic center/public safety facility project, \$7.0 million was budgeted for the Navigation Center, and \$3.0 million was used to establish a Building and Structures internal service fund. Additionally, the City was able to increase our General Fund Stability Reserve by \$3.2 million as of June 30, 2022.

A total of \$43.8 million was unspent in the General Fund as of June 30, 2022, among which \$39.5 million was carried over to complete budgeted projects in Fiscal Year 2022-23, including \$17.5 million for street pavement projects, \$12.6 million for the Public Safety Building project, as well as committed contractual obligations and other program spending. We also estimate about \$3.1 million savings in personnel cost for Fiscal Year 2021-22. Additionally, some anticipated savings is attributed to less part-time staffing during the summer due to new protocols introduced in light of the pandemic. Some of the overall personnel savings were utilized in contractual services to backfill with consultants or temporary staffing.

Fiscal Year 2021-22 Preliminary Operating Results for Other Funds

Revenues from other governmental funds came in higher than budgeted while expenditures stayed on track. Development impact fees collected were \$1.6 million higher than anticipated due to higher level of activities. During Fiscal Year 2021-22, the City received approximately \$3.8 million in additional grant funding, including an increased CDBG allocation of \$1.6 million, new emergency shelter grant of \$1.2 million, and additional HOME funds for about \$0.9 million. Much of these allocations are pandemic related relief funds. As of June 30, 2022, it is estimated that there would be \$19.4 million unspent appropriations for all governmental funds other than the General Fund, and the majority of these funds have been carried over to Fiscal Year 2022-23 to continue the various programs and projects planned for in the corresponding funds.

The Water enterprise fund had a total budget of \$54.4 million for Fiscal Year 2021-22. Preliminary operating results showed a slight favorable budget variance of \$1.4 million, and \$14.1 million in unspent appropriations. The unused funds are primarily capital improvement projects that were carried over to Fiscal Year 2022-23.

The Garden Grove Successor Agency's total budget for Fiscal Year 2021-22 was \$19.6 million, of which \$16.6 million was unspent at the year end, to meet future Development and Disposition Agreement obligations.

Total budget for the Garden Grove Housing Authority was about \$46.1 million for Fiscal Year 2021-22, expenditure for the year stayed on target with a slight savings of \$2.7 million, besides some personnel savings, \$1.6 million were HAP rent subsidy funds that were carried over to Fiscal Year 2022-23 and distributed to qualified residents.

The Sanitary District covers sewer and refuse services with a total budget of \$25.4 million. At the end of year, \$9.2 million unspent funds were carried over to Fiscal Year 2022-23 to continue with the capital improvement projects programmed for the year. Net savings of \$1.3 million were realized in personnel cost category after offsetting with additional expenses on contractual services.

Tables below are summaries of budget to actual comparison for both revenues and expenses for all City funds.

Table 2 – Revenue Actual and Budget Comparison – All City Funds
Unaudited Data as of September 30, 2022

Fiscal Year 2021-22				
Fund	Adopted Budget (\$'000)	Final Budget (\$'000)	Unaudited Actual (\$'000)	Variance (\$'000)
General Fund	\$ 155,037	\$ 178,131	\$ 188,092	\$ 9,961
Other Governmental Funds	26,382	26,304	31,774	5,470
Water Enterprise Fund	49,321	42,164	43,570	1,406
Successor Agency	19,640	19,640	3,449	(16,191)
Housing Authority	45,394	45,394	43,719	(1,675)
Sanitary District	15,513	15,513	15,884	371
Total Revenues	<u>\$ 337,256</u>	<u>\$ 327,146</u>	<u>\$ 326,488</u>	<u>\$ (658)</u>

Table 3 – Expense Actual and Budget Comparison – All City Funds
Unaudited Data as of September 30, 2022

Fiscal Year 2021-22				
Fund	Adopted Budget (\$'000)	Final Budget (\$'000)	Unaudited Actual (\$'000)	Variance (\$'000)
General Fund	\$ 175,938	\$ 179,706	\$ 135,884	\$ 43,822
Other Governmental Funds	27,594	47,360	27,998	19,362
Water Enterprise Fund	50,973	54,402	40,275	14,127
Successor Agency	19,640	19,640	3,035	16,605
Housing Authority	45,319	46,083	43,344	2,739
Sanitary District	17,792	25,439	13,128	12,311
Total Expenditures	<u>\$ 337,256</u>	<u>\$ 372,630</u>	<u>\$ 263,664</u>	<u>\$ 108,966</u>

Update on Pension Obligation Bonds

In March 2022, the City Council has approved a resolution to authorize staff to proceed with the preparation of the issuance of pension obligation bonds (POB). At that time, it was estimated that net present value savings of up to 37.3% or \$192.9 million savings in cash flow over next 23 years could have been achieved through the POB. In order to issue a POB, the City had to go through a judicial process to validate and confirm that the pension liability is an obligation imposed by law and the POB amount would be exempt from the Constitutional debt limit. This judicial process was completed in June 2022. The market had significantly changed during these three months, with rising interest rates and increased volatility, the potential savings from issuing POB had significantly reduced. In July, CalPERS announced the net investment return for fiscal year ended June 2022 at -6.1%. This had increased the City's pension liability further for approximately \$24.3 million. Although interest rate continued to increase between June and August 2022, when factoring in the financing of the additional pension liability caused by the investment loss, our underwriter estimated that net savings could increase slightly from the June projection. Table 4 below shows the estimated savings in March, June and August respectively.

Table 4 – Pension Obligation Bonds (POB) Savings Estimates

Date of Estimate	Refunding Approach			
	Modified Level Debt Service		Accelerated Debt Service	
	Cash flow Savings	NPV Savings	Cash flow Savings	NPV Savings
March 8, 2022	\$ 130,619,207	31.1%	\$ 192,885,403	37.3%
June 1, 2022	\$ 56,099,271	10.9%	\$ 111,104,605	13.0%
August 12, 2022	\$ 78,903,143	15.2%	\$ 133,159,244	17.0%

Estimates provided by Stifel.

Due to the high volatility of the market, and federal reserves’ continued effort to control inflation by aggressively increasing federal funds rate, the projected savings from POB is significantly discounted. Staff has recommended to postpone the issuance of the POB to avoid substantial financing risks. The judicial validation completed in June 2022 has no expiration date, and the City can proceed with the bond issuance anytime in the future to maximize potential cost savings.

FINANCIAL IMPACT

This report is intended to update the City Council with unaudited Fiscal Year 2021-22 financial data, including preliminary results of operations of the General Fund and other major funds. There is no fiscal impact to receive and file this report.

RECOMMENDATION

It is recommended that the City Council receive and file this report.