

AGENDA



Garden Grove City
Council

Tuesday, November 15,
2022

6:30 PM

SPECIAL MEETING -
Community Meeting
Center, 11300 Stanford
Avenue, Garden Grove,
CA 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. ORAL COMMUNICATIONS (to be held simultaneously with other legislative bodies)
2. WRITTEN COMMUNICATIONS
 - 2.a. Consideration of a request from the Sister City Association of Garden Grove for co-sponsorship of the 2023 Strawberry Stomp 5K on Saturday, May 27, 2023. (Estimated Sponsorship Cost: \$13,000) (*Action Item*)

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 recognizing December 10, 2022, as Human Rights Awareness Day in Garden Grove. (*Action Item*)
- 3.b. Adoption of a Resolution approving the 2022 Edition of the Manual of Procedure for City Council Meetings. (*Action Item*)
- 3.c. Review and acceptance of the Automatic Pass-Through Water Rate Adjustment. (*Action Item*)

- 3.d. Acceptance of Project CP1285000 - Alwood Avenue - Anthony Avenue Water Improvement Project as complete. (*Action Item*)
- 3.e. Acceptance of Project No. 01-2022 - Willowick Golf Course Storage Structure Demolition as complete. (*Action Item*)
- 3.f. Approval of Phase II Final Tract Map No. TR-17702 and a Subdivision Improvement Agreement with New Age Brookhurst, LLC and Pan Construction, Inc., for the Property Located at the Northwest Corner of Garden Grove Boulevard and Brookhurst Street (*Action Item*)
- 3.g. Approval of a Memorandum of Understanding with the County of Orange for County funding for the construction and operations of the future Central Cities Navigation Center. (*Action Item*)
- 3.h. Approval of a Density Bonus Housing Agreement with Toby Nguyen and/or Phil Dong, for a five unit apartment project located at 13361 Yockey Street, Garden Grove. (*Action Item*)
- 3.i. Approval to extend the agreement with All City Management Services, Inc., to provide crossing guard services through June 30, 2023. (Cost: \$163,200) (*Action Item*)
- 3.j. Authorize issuance of a purchase order to Irv Seaver Motorcycles for two (2) police motorcycles. (Cost: \$61,000) (*Action Item*)
- 3.k. Authorize issuance of a purchase order to Innovative Playgrounds Company, Inc., for new playground equipment for Magnolia Park. (Cost: \$161,067.67) (*Action Item*)
- 3.l. Receive and file minutes from the meetings held on October 11, 2022, and October 25, 2022. (*Action Item*)
- 3.m. Receive and file warrants. (*Action Item*)
- 3.n. Approval to waive full reading of ordinances listed. (*Action Item*)
- 4. COMMISSION/COMMITTEE MATTERS
 - 4.a. Acceptance of the resignation from Planning Commissioner Dale Soeffner. (*Action Item*)
- 5. ITEMS FOR CONSIDERATION
 - 5.a. First reading and introduction of an Ordinance adopting the 2022 California Building Standards Codes with modifications
Entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AMENDING TITLE 18 OF THE GARDEN GROVE MUNICIPAL CODE AND ADOPTING BY REFERENCE THE FOLLOWING PRIMARY CODES WITH CERTAIN AMENDMENTS, DELETIONS, AND ADDITIONS THERETO: CALIFORNIA BUILDING CODE, 2022 EDITION; CALIFORNIA RESIDENTIAL CODE, 2022 EDITION; CALIFORNIA ELECTRICAL CODE, 2022 EDITION; CALIFORNIA MECHANICAL CODE, 2022 EDITION; CALIFORNIA

PLUMBING CODE, 2022 EDITION; CALIFORNIA ENERGY CODE, 2022 EDITION; CALIFORNIA FIRE CODE, 2022 EDITION; CALIFORNIA EXISTING BUILDING CODE, 2022 EDITION; CALIFORNIA GREEN BUILDING STANDARDS CODE, 2022 EDITION; CALIFORNIA REFERENCED STANDARDS CODE, 2022 EDITION; AND CERTAIN SECONDARY CODES INCLUDING THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2021 EDITION, AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL; AND THE INTERNATIONAL SWIMMING POOL AND SPA CODE, 2021 EDITION, AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL. (*Action Item*)

- 5.b. Approval of Amendment No. 2 to the agreement with CSG Consultant Inc., and to award a contract to Willdan Engineering to provide on-call building contractual services. (Cost: \$250,000 each contract) (*Action Item*)

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

7. ADJOURNMENT

The next Regular City Council Meeting is scheduled for Tuesday, November 22, 2022, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California 92840.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	John Montanez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Consideration of a request from the Sister City Association of Garden Grove for co-sponsorship of the 2023 Strawberry Stomp 5K on Saturday, May 27, 2023. (Estimated Sponsorship Cost: \$13,000) (<i>Action Item</i>)		
		Date:	11/15/2022

OBJECTIVE

For the City Council to consider a written request from the Sister City Association of Garden Grove for co-sponsorship of the 2023 Strawberry Stomp 5K on Saturday, May 27, 2023.

BACKGROUND

The Sister City Association of Garden Grove (Association) is a local non-profit organization that is in good standing with the Internal Revenue Service and has been serving the Garden Grove community since 1989. Each year, the Association sends Garden Grove youth to our sister city, Anyang, South Korea, and also hosts their youth as part of their student exchange program. All proceeds from their fundraising efforts go directly toward sending students overseas and hosting the incoming exchange students.

DISCUSSION

The Association is requesting City Council approval for co-sponsorship of the 2023 Strawberry Stomp 5K on Saturday, May 27, 2023.

FINANCIAL IMPACT

Co-sponsorship for the 2023 Strawberry Stomp 5K will have an impact to the City's General Fund. The cost to provide Police and Public Works staff required to support this event has been approximately \$13,000. This approximate cost is based on the two additional hours that are added to the existing street closure plans for the annual

Strawberry Festival Parade. These expenses will be absorbed within the current Police and Public Works budgets since this is considered a legacy event.

RECOMMENDATION

It is recommended that the City Council:

- Consider the Sister City Association of Garden Grove request for co-sponsorship of their 2023 Strawberry Stomp 5K on Saturday, May 27, 2023.

By: Janet Pelayo
Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Written Request - Sister City Association of Garden Grove	10/28/2022	Letter	Co-Sponsorship_Request-Strawberry_Stomp_5K_2022-2023.pdf



SISTER CITY ASSOCIATION OF GARDEN GROVE

November 15, 2022

City of Garden Grove
Honorable Mayor Steve Jones
11222 Acacia Parkway
Garden Grove, CA 92840

Honorable Mayor and City Councilmembers,

On behalf of the Sister City Association of Garden Grove, I'm writing to request co-sponsorship for the 2023 Strawberry Stomp 5K from the City of Garden Grove. The event will be held on Saturday, May 27, 2023, on Historic Main Street, prior to the Garden Grove Strawberry Festival Parade. In addition to the parade route on Euclid Street and Chapman Avenue, it will require the partial closure of Historic Main Street and Acacia Parkway. Streets will be closed from 7:00 a.m. to 10:00 a.m. that day. We're expecting approximately 1,000 participants.

The estimated cost to the City is \$12,642. While we're unable to cover the entire amount at this time, we're striving to become self-sufficient and are able to contribute \$1,000 toward the City's cost. With the excitement for the return of the Strawberry Stomp 5K, we hope to increase the contributed amount in 2024 and beyond.

The Sister City Association of Garden Grove is a non-profit 501(c)(3) organization dedicated to furthering the knowledge and understanding between Garden Grove and its sister city Anyang, Republic of Korea, while providing Garden Grove students the unique opportunity to travel abroad. All proceeds from the Strawberry Stomp 5K will go toward the organization's 2024 Student Exchange Program.

If you need further information, please email me at ggsistercity@gmail.com.

Sincerely,

Veronica Avila, President
Sister City Association of Garden Grove

P.O. Box CI, Garden Grove, CA 92842
www.ggsistercity.org

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Adoption of a Proclamation recognizing December 10, 2022, as Human Rights Awareness Day in Garden Grove. (*Action Item*) Date: 11/15/2022

Attached is a Proclamation recognizing December 10, 2022, as Human Rights Awareness Day in Garden Grove recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	11/8/2022	Proclamation	11-15-22_Human_Rights_Day_-_December_10.pdf

PROCLAMATION

December 10, 2022 as Human Rights Day in Garden Grove

WHEREAS, on December 10, 1948, the General Assembly of the United Nations adopted the first Universal Declaration of Human rights, proclaiming that "All human beings are born free and equal in dignity and rights";

WHEREAS, since this historic declaration 73 years ago, December 10 has been recognized internationally as Human Rights Day;

WHEREAS, in 2022, Human Rights Day is focusing on how rights are the beginning of peace within societies, and a way to create a fairer society for future generations;

WHEREAS, the Universal Declaration asserts that recognition of the inherent dignity and of the equal and inalienable rights of all members of the human family is the foundation of freedom, justice, and peace;

WHEREAS, disregard and contempt for human rights have resulted in acts which have outraged the conscience of humankind;

WHEREAS, a world in which human beings shall enjoy freedom of speech and belief and freedom from fear and want has been proclaimed as the highest aspiration of the common people;

WHEREAS, the Universal Declaration is referred to as the authoritative definition of human rights standards and increasingly referred to as customary international law, which all countries must abide;

WHEREAS, the primary responsibility to promote respect for these rights and freedoms lies with each individual and each of us can play a major role in enhancing human rights; and

WHEREAS, the City of Garden Grove, reaffirms its faith in fundamental human rights, in the dignity and worth of every human person, in the global right to safe migration for all immigrants and refugees, in the equal rights of men and women, and has determined to promote social progress and better standards of human life.

NOW, THEREFORE BE IT PROCLAIMED that the City of Garden Grove declares December 10, 2022, to be Human Rights Day in Garden Grove, and encourages all citizens to continue a commitment to upholding freedom, democracy and human rights in our community and around the globe.

November 15, 2022

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Teresa Pomeroy
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Adoption of a Resolution approving the 2022 Edition of the Manual of Procedure for City Council Meetings. (Action Item)	Date:	11/15/2022

OBJECTIVE

For the City Council to adopt the attached Resolution approving the 2022 Edition of the Manual of Procedure for City Council Meetings.

BACKGROUND

The last edition of the Manual of Procedure for City Council Meetings was adopted in 2016. Recent legislation has been enacted amending the Brown Act on teleconferencing and disruptions.

DISCUSSION

The attached 2022 edition of the Manual of Procedures for City Council Meetings reflects current City Council meeting practices and includes amendments to the Brown Act for public meetings, particularly the provisions of AB 2449 and SB 1100.

AB 2449 - Teleconferencing.

AB 2449 adds Govt. Code section 54953(f) to the Brown Act and provides that a councilmember can teleconference into a meeting without noticing the location on the agenda or making the location available for public participation for either "just cause" or "emergency circumstances." However, at least a quorum of the Council (50% + 1) must attend the meeting in person from a single location that is identified on the agenda and open to the public. The meeting must be broadcast by two-way audio visual means.

A councilmember can participate remotely under either of the following circumstances:

1. Just Cause – defined as a childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to

participate remotely; a contagious illness that prevents a member from attending in person; a need related to a physical or mental disability defined in the Government Code that is not otherwise accommodated as a reasonable accommodation under the ADA; or travel while on official business of the Council or another state or local agency.

2. Emergency Circumstances – defined as a physical or family medical emergency that prevents a member from attending in person.

A councilmember who elects to participate remotely for just cause may not do so no more than two times per calendar year. The councilmember must notify the Council of the need to teleconference due to just cause at the earliest opportunity possible, including at the start of a regular meeting, and must include a general description of the circumstances relating to their need to appear remotely during the meeting. A councilmember does not need the Council's approval to teleconference for just cause. However, if the meeting is not broadcast by way of two-way audio visual, the councilmember could not attend for just cause.

If a councilmember desires to participate remotely due to emergency circumstances, this request must be approved by the Council for the meeting at which the councilmember desires to participate via teleconference. The Council must request a general description of the circumstances relating to the need to appear remotely, which generally does not need to exceed 20 words, nor shall it require the councilmember to disclose any medical diagnosis, disability, or other personal medical information that is otherwise protected by law. The Council may take action on a councilmember's request at the earliest opportunity, and if the request does not allow sufficient time to place the item on the posted agenda, then the Council may take action at the beginning of the meeting to consider the request. A councilmember must make a separate request for each meeting he or she wishes to participate remotely.

If a councilmember participates remotely for either just cause or emergency circumstances, a number of additional requirements apply, as follows:

- The in-person Council meeting must provide at least one of the following as a means by which the public may remotely hear, visually observe the meeting, and remotely address the Board:
 1. A two-way audiovisual platform – An online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic function; or
 2. A two-way telephonic service and a live webcasting of the meeting – A two-way telephone service means a telephone service that does not require internet access, is not provided as part of a two-way audiovisual platform, and allows participants to dial a telephone number to listen and verbally participate. Webcasting refers to a streaming video broadcast online or on television using streaming media technology to distribute a single content source to many simultaneous listeners and viewers.

- The remote councilmember must participate through both audio and visual technology.
- Before any action is taken, the remote councilmember must disclose at the meeting whether any other adults are present in the room and the nature of the member's relationship with any such individuals.
- The meeting agenda must identify and provide the opportunity for persons to attend and address the Council directly (in real time).
- A councilmember cannot participate in meetings solely by teleconference either for just cause or emergency circumstances for more than three consecutive months or 20% of the regular meetings for the Council within a calendar year or, if the Council meets fewer than 10 times per calendar year, then no more than two meetings per year.
- No action can be taken in the event of a disruption that prevents the Council from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the City's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, until public access is restored.
- This option sunsets on January 1, 2026.

SB 1100 - Removal of Individuals Disrupting a Meeting.

SB 1100 adds Government Code Section 54957.95 to the Brown Act. Under SB 1100, the Mayor, or his or her designee, is now expressly authorized to remove an individual for disrupting a Council meeting. An individual's behavior is deemed "disruptive" if it actually disrupts, disturbs, impedes, or otherwise renders infeasible the orderly conduct of the meeting. Before a person can be removed, however, the Mayor generally must warn the person that their behavior is disruptive and that continued disruption may result in the person's removal. However, no prior warning is required if the person is engaging in behavior that constitutes use of force or a true threat of force against someone.

FINANCIAL IMPACT

There is no financial impact.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the attached Resolution approving the 2022 Edition of the Manual of Procedure for City Council Meetings.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	10/21/2022	Resolution	11_15_2022_Reso_City_Council_manual_of__procedure.docx
Exhibit A - 2022 CC Manual of Procedure	11/8/2022	Exhibit	2022_City_Council_Manual_of_Procedure_CA_Rev_11-15- 22.docx
Redlined Copy - 2022 CC Manual of Procedure	11/8/2022	Exhibit	2022_City_Council_Manual_of_Procedure_CA_Rev_11-15- 22_Redlined_PDF.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
ADOPTING THE MANUAL OF PROCEDURE (2022 EDITION)

WHEREAS, the Council of the City of Garden Grove desires to update its procedural manual and comprehensively cover all matters concerning council meetings, including procedures for participation of Council Members and the general public during the same; and

WHEREAS, heretofore the City Council has passed resolutions which concern some of the same matters to be covered in the revised manual of procedure prepared by the City's staff.

NOW, THEREFORE, be it resolved that the City Council does hereby repeal Resolution No. 9339-16, and does hereby adopt the Manual of Procedure, City Council Meetings (2022 Edition), which is attached hereto as Exhibit "A" and the contents of which are incorporated herein by reference.

Adopted this 11th day of November 2022.



GARDEN GROVE

MANUAL OF PROCEDURE CITY COUNCIL MEETINGS

2022 Edition

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A. MEETINGS

A-1. REGULAR MEETINGS

The City Council shall hold Regular Meetings on the second and fourth Tuesdays of each month at 6:30 p.m., or 5:30 p.m. if a Closed Session or Study Session is scheduled, in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove; or at such other time or location within the city limits to which said meeting may be adjourned. If by reason of fire, flood or other emergency, it shall be unsafe to meet in the Community Meeting Center, the meetings may be held for the duration of the emergency at such other place as is designated by the Mayor or by four members of the City Council. When the day of any Regular Meeting falls on a legal holiday, as provided in the Municipal Code, no meeting shall be held on such holiday, but a Regular Meeting shall be held at the same hour on the following business day or as it shall be scheduled by the City Council in advance.

A-2. ADJOURNED MEETINGS

Any Regular or Adjourned Regular Meeting may be adjourned to a time, place and date specified in the order of adjournment, but not beyond the next Regular Meeting. If no time is stated in the order of adjournment, it shall be the same time as for Regular Meetings. Once adjourned, the meeting may not be reconvened. An Adjourned Regular Meeting is a Regular Meeting for all purposes.

A-3. SPECIAL MEETINGS

Special meetings may be called at any time by the Mayor, or by four members of the City Council, by delivering personally, by mail, or by email written notice to each Council Member. The City Clerk shall provide a Notice and Call of the Special Meeting to each local newspaper of general circulation, radio or television station requesting notice in writing by email. Such notice must be both posted and delivered personally, by Fax, email or by mail at least twenty-four hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the Special Meeting and the business to be transacted. No other business shall be considered at such

meetings. No ordinances, other than urgency ordinances, may be adopted. The compensation of the City Manager or exempt executive employees may not be discussed or voted upon. Resolutions, urgency ordinances or orders for payment of money may only be approved at a Special Meeting if the notice of the particular meeting specifies the business to be transacted.

A-4. MEETINGS TO BE PUBLIC

All Regular, Adjourned, and Special Meetings of the City Council shall be open and public, provided however, that the City Council may hold Closed Sessions from which the public may be excluded for the consideration of the following subjects:

(a) Personnel Matters

To consider the appointment, employment, or dismissal of a public officer or employee; or to hear complaints or charges brought against such officer or employee by another public officer, person, or employee, unless such officer or employee requests a public session. The City Council may exclude from any such Closed Session during the examination of a witness any or all other witnesses in the matter being investigated.

(b) Attorney-Client Matters

To consider proposed, threatened, or pending litigation to which the City is a party.

(c) Labor Negotiations

To consider and discuss with designated representatives and employee organizations, matters relative to labor negotiations including, but not limited to, such items as salaries, salary schedules and fringe benefits.

(d) Real Property Negotiations

To consider and discuss instructions to the City's real property negotiator(s) concerning price and /or terms of payment pertaining to the sale, purchase, or lease of real property.

(e) To consider and deal with such other matters as may be authorized by law.

(f) The City Council may request City officers or employees to be present at any Closed Session.

A-5. ATTENDANCE

Council Members are expected to attend all meetings of the City Council. If a Council Member is absent without City Council permission from all Regular City Council meetings for 60 days consecutively from the last Regular Meeting attended, the office becomes vacant and shall be filled as any other vacancy.

A 6. TELECONFERENCING

Council Members may participate in Council meetings via teleconference subject to compliance with the requirements of the Brown Act (particularly Govt. Code Section 54953). Council Members wishing to teleconference must notify the Mayor and the City Clerk of the desire or need to attend the meeting via teleconference at the earliest opportunity possible to enable the City Clerk to comply with agenda posting requirements pursuant to the Brown Act (Govt. Code Sections 54950 et seq.).

A-7. QUORUM

The City Council consists of seven members - one of which is the Mayor. Four members of the City Council shall constitute a quorum and shall be sufficient to transact regular business. If less than four Council Members appear at a Regular Meeting, any member, or the City Clerk if all members are absent, may adjourn the meeting to a stated day and hour. The City Clerk shall cause

a written notice of the adjournment to be delivered personally to each Council Member at least twenty-four hours before the Adjourned Meeting.

B. AGENDA

B-1. AGENDA, PREPARATION OF

An agenda shall be prepared for each Regular Meeting containing the specific items of business to be transacted and the order thereof. Items of business may be placed on the agenda by the City Manager, his representative, the City Attorney or by a majority vote of the City Council. Individual City Council Members may place items for discussion on the agenda under "Matters from City Council Members". Agenda items shall be delivered to the City Manager and/or City Clerk. The City Clerk shall thereafter prepare the agenda under the direction of the City Manager. The agenda, together with all reports pertaining thereto, shall be delivered to the Council Members no later than the 72 hours preceding the Regular Meeting. The agenda shall be made available to the public as soon as practicable, not later than 72 hours preceding the Regular Meeting. No matters other than those listed on the agenda shall be finally acted upon by the City Council.

B-2. ORDER OF BUSINESS

At the time set for each Regular Meeting, the Council Members, City Clerk, City Manager, City Attorney and such Department Heads as have been requested to be present, shall take their regular places. The Mayor shall call the meeting to order and the business of the City Council shall be taken up for consideration and disposition in the order set forth in Section B-3, except that with the consent of the Council Members present, the Mayor may request that items be taken out of order.

B-3. AGENDA CONTENTS

The Agenda shall contain the title headings and shall be conducted in the order and manner as set forth below:

(a) ROLL CALL

The City Clerk shall call the roll of the Council Members and the names of those present and absent shall be entered in the minutes.

(b) CLOSED SESSION

All Closed Session items shall be listed on the Agenda and considered pursuant to the Brown Act.

(c) INVOCATION

An invocation will be provided at each Regular Meeting.

(d) PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

(e) PRESENTATIONS

The City Council shall from time to time recognize individuals and organizations and present awards or Certificates of Appreciation.

(f) ORAL COMMUNICATIONS COMBINED WITH OTHER LEGISLATIVE BODIES - PUBLIC

The City Council shall consider Oral Communications from the audience simultaneously with the Successor Agency, the Garden Grove Sanitary District, and other legislative bodies meeting at the same meeting time.

(g) WRITTEN COMMUNICATIONS – PUBLIC

Written communications provided to the City Clerk prior to public meetings and in lieu of attending a meeting for the purpose of addressing the City Council shall be provided to the Mayor and City Council Members.

(h) WRITTEN COMMUNICATIONS - REQUESTS

The City Council shall consider Written Communications from the public and from other agencies. The Agenda shall list written communications

requiring City Council action, including a copy or a brief summary of the request.

(i) CONSENT ITEMS

Consent Items are acted on simultaneously with one motion unless separate discussion and/or action is requested by a Council Member. Some of the typical consent items are: proclamations; claims; City Council minutes; bond exonerations; approval of plans and specifications and authorization to advertise for bids; approval of final progress payments, time extensions and acceptance of contracts; bid awards for amounts less than \$250,000; approval of certain agreements; report of City accounts; conference attendance (as budgeted); personnel transactions such as leave of absence, employment recommendations, reclassifications; some routine resolutions; waiver of full reading of Ordinances listed for adoption; and any other item that may be considered routine or of a follow-up nature.

(j) PUBLIC HEARINGS

The City Council shall conduct all Public Hearings in accordance with the provisions of Section J-1 through J-7.

(k) COMMISSION/COMMITTEE MATTERS

The City Council shall consider matters submitted by the Commissions, Committees, and Boards of the City.

(l) ITEMS FOR CONSIDERATION

This section is for a wide variety of matters such as consideration of ordinances for introduction, resolutions, and contracts for amounts that exceed \$250,000, staff reports and recommendations.

(m) ORDINANCES PRESENTED FOR SECOND READING AND ADOPTION

Ordinances are adopted through a two-step process. First, an ordinance is introduced by the adoption of a motion to pass for second reading.

Second, the ordinance is again considered at a subsequent meeting at least five days after introduction for final adoption. It takes four affirmative votes to pass an ordinance.

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

The City Council shall consider all oral and written communications from Council Members and City Manager.

(o) ADJOURNMENT

C. PRESIDING OFFICER

C-1. MAYOR TO PRESIDE

The Mayor shall be the Presiding Officer at all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tempore shall preside. In the absence of both the Mayor and Mayor Pro Tempore, the City Manager shall call the City Council to order, whereupon a temporary Presiding Officer shall be elected by the Council Members present to serve until the arrival of the Mayor or Mayor Pro Tempore, or until adjournment.

C-2. POWERS AND DUTIES OF PRESIDING OFFICER

(a) Participation

The Presiding Officer may move, second, debate, and vote from the Chair. He/she shall not be deprived of any of the rights and privileges of a Council Member by reason of his/her acting as Presiding Officer.

(b) Questions to be Stated

The Presiding Officer, or such member of the City staff as he/she may designate, may verbally restate each question immediately prior to calling for the vote. Following the vote the City Clerk shall announce whether the question carried or was defeated. The Presiding Officer, at his/her discretion, may explain the effect of a vote to the audience, or

he/she may direct a member of the City staff to do so, before proceeding to the next item of business.

(c) Maintaining Order and Decorum

The Presiding Officer shall be responsible for the maintenance of order and decorum at all meetings. Any decision or ruling of the Mayor may be appealed by request of any Council Member. The Mayor shall call for roll call to see if the Chair shall be upheld. If the roll call loses, the Mayor's decision or ruling is reversed.

(d) Signing of Documents

The Presiding Officer shall sign all ordinances, resolutions, and other documents necessitating his/her signature that were adopted in his/her presence, unless he/she is unavailable, in which case an alternate Presiding Officer may sign such documents. Additionally, certain documents are designated to be signed by the City Manager or his/her designee as it may be required by City Council resolution or minute action.

(e) Appointment of Ad Hoc Committees

The Mayor may, subject to the approval of the City Council, appoint such ad hoc committees of Council Members, City staff and private citizens, or a combination thereof as he/she deems necessary and expedient to assist and advise the City Council in its work.

D. ADDRESSING THE COUNCIL

D-1. WRITTEN CORRESPONDENCE

The City Manager or his/her designee is authorized to receive and open all mail addressed to the City Council, and he/she shall give it immediate attention so that all administrative business referred to in the communications, not necessarily requiring City Council action, may be disposed of between City Council meetings. Any communication requiring City Council action shall be placed upon the agenda, sometimes with a report and recommendation by the

City staff. All correspondence requiring City Council action shall be answered or acknowledged as soon as practicable.

D-2. RIGHT TO ADDRESS COUNCIL

Subject to the provisions of Section D-3, D-4, and D-5, members of the public shall have the absolute right to address the City Council during Oral Communications on any consideration of items of business within the jurisdiction of the City Council other than Public Hearings, which shall be heard at the appointed time for said Public Hearing.

D-3. PUBLIC HEARINGS

Interested persons or their authorized representatives may address the City Council, while a matter is open to Public Hearing, to provide remarks or ask questions relevant to the matter under consideration.

D-4. ORAL COMMUNICATIONS

Members of the public, or their authorized representatives, may address the City Council by Oral Communications on any matter concerning municipal business over which the City Council has jurisdiction, or which is listed on the agenda, except Public Hearing items.

D-5. MANNER OF ADDRESSING COUNCIL

Any person desiring to address the City Council may be requested to fill out a card, present it to the City Clerk, and wait to be recognized by the Presiding Officer. After being recognized, they shall approach the podium, state their name for the record, and proceed to address the City Council. All remarks and questions shall be addressed to the City Council as a whole and not to any individual member. No question shall be asked of a Council Member or a member of the City staff without first obtaining permission of the Presiding Officer.

D-6. TIME LIMITATION

Every person addressing the City Council will be requested to limit their address to three (3) minutes or as granted by the City Council. When any group of persons wishes to address the City Council on the same subject matter, it shall be proper for the Presiding Officer to request that 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 in order to facilitate consideration of a topic or to allow completion of a meeting with a lengthy agenda within a reasonable time.

D-7. IMPROPER REMARKS

Any person making impertinent or profane remarks or who becomes boisterous while addressing the City Council shall be called to order by the Presiding Officer. If such conduct continues, the Presiding Officer may order the person barred from further audience before the City Council during that meeting. Any person disrupting the meeting may be warned and removed from the meeting pursuant to E-8 below.

E. DEBATE AND DECORUM

E-1. OBTAINING THE FLOOR

Every Council Member desiring to speak shall first address the Presiding Officer, gain recognition by the Presiding Officer, and limit himself/herself to the question under debate.

E-2. QUESTIONS TO STAFF

Every Council Member desiring to ask a question of the City staff shall, after recognition by the Presiding Officer, address his/her questions to the City Manager, the City Clerk, or the City Attorney. In the case of the City Manager, he/she shall either answer the inquiry himself/herself or to designate a member of the staff for that purpose.

E-3. INTERRUPTIONS

A Council Member, once recognized, shall not be interrupted when speaking unless called to order by the Presiding Officer, unless a point of order or personal privilege is raised by another Council Member, or unless the speaker chooses to yield to a question by another Council Member. If a Council Member, while speaking, is called to order, he/she shall cease speaking until the question of order is determined and, if determined to be in order, he/she may proceed. Members of the City staff, after recognition by the Presiding Officer, shall hold the floor until completion of their remarks or until recognition is withdrawn by the Presiding Officer.

E-4. POINTS OF ORDER

The Presiding Officer shall determine all points of order subject to the right of any Council Member to appeal to the City Council. He/she may request an opinion of the City Attorney in making such determination. If an appeal is taken, the question shall be: Shall the decision of the Presiding Officer be sustained? The City Council decision shall conclusively determine such questions of order.

E-5. POINT OF PERSONAL PRIVILEGE

The right of a Council Member to address the City Council on a question of personal privilege shall be limited to cases in which his/her integrity, character, or motives are questioned, or where the welfare of the City Council is concerned. A Council Member raising a point of personal privilege may interrupt another Council Member who has the floor subject only to the power of the Presiding Officer to call him/her out of order.

E-6. REMARKS OF COUNCIL MEMBERS AND SYNOPSIS OF DEBATE

Any Council Member shall have the right to have an abstract of his/her statement and/or a synopsis of the debate on any subject under consideration by the City Council entered in the minutes. Such right shall be exercised by specific direction to the City Clerk at the City Council meeting.

E-7. DECORUM AND ORDER, CITY COUNCIL AND CITY STAFF

While the City Council is in session, the Council Members and City staff shall preserve order and decorum. No member shall, by conversation or other delay, interrupt the proceedings or the peace of the City Council, disturb any other member while speaking, or refuse to obey the directives of the Presiding Officer.

E-8. DECORUM AND ORDER, AUDIENCE

Public members attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council and City staff. Any person making impertinent remarks while addressing the City Council may be warned by the Presiding Officer to address the City Council on the matter at hand or on matters within the subject matter jurisdiction of the City Council.

Any person disrupting the meeting while addressing the City Council or while attending the City Council meeting may be warned that their behavior is disrupting the meeting and their failure to cease may result in removal from the meeting; if the person does not cease the disruptive behavior, they can be removed from the meeting room if the Sergeant-at-Arms is so directed by the Presiding Officer. Such person may be barred from further audience before the City Council during the meeting. Disruptive behavior is conduct that actually disrupts, impedes, or otherwise renders infeasible the orderly conduct of the meeting. No prior warning to a person to be removed is required if the person is engaging in behavior that constitutes use of force or a true threat of force against any other person.

Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations that disrupt the meeting shall not be permitted by the Presiding Officer, who may direct the Sergeant-at-Arms to remove such offenders from the room after warning pursuant to E-8 above. Aggravated cases may be prosecuted on appropriate complaint signed by the Presiding Officer or a Council Member.

E-9. ENFORCEMENT OF DECORUM

The Chief of Police, or such member of the Police Department as he/she may designate, shall be Sergeant-at-Arms of the City Council and shall attend meetings when requested by the Presiding Officer, City Manager or City Council. He/she shall be available to respond to all meetings immediately upon call. He/she shall carry out all orders given by the Presiding Officer of the City Council for the purpose of maintaining order and decorum at the City Council meetings. Any Council Member may move to require the Presiding Officer to enforce the rules, and the affirmative vote of a majority of the Council Members present shall require him/her to do so.

E-10. FAILURE TO OBSERVE RULES OF ORDER

These rules are adopted to expedite the transaction of the business of the City Council in an orderly fashion and are deemed to be procedural only. The failure to strictly observe such rules shall not affect the jurisdiction of the City Council or invalidate any action taken at a meeting that is otherwise held in conformity with law.

F. MOTIONS

F-1. PRESENTATION OF MOTIONS

A motion is the formal statement of a proposal or question to the City Council for consideration and action. The Mayor and each Council Member have the right to present a motion.

F-2. SECOND REQUIRED

A motion by any Council Member shall not be considered by the City Council and voted on unless it receives a second.

F-3. PRECEDENCE OF MOTIONS

When a main motion is before the City Council, no motion shall be entertained except the following which shall have precedence, one over the other, in the following order:

- (a) Adjourn
- (b) Recess
- (c) Postpone temporarily or definitely (table)
- (d) Previous question
- (e) Limit or extend debate
- (f) Refer to committee or staff
- (g) Amend/Substitute
- (h) Postpone indefinitely

The above order of preference is subject to the following restrictions:

- (a) A motion shall not be repeated without intervening business or discussion.
- (b) A motion shall not be in order when the previous question has been ordered.
- (c) A motion shall not be in order while a vote is being taken.

F-4. PARTICULAR MOTIONS, PURPOSE AND CRITERIA

The purpose and salient criteria of the above-listed motions is as follows:

(a) MOTION TO ADJOURN

Purpose. To terminate a meeting.

Debatable or Amendable. No, except a motion to adjourn to another time is debatable and amendable as to the time to which the meeting is to be adjourned.

(b) MOTION TO RECESS

Purpose. To permit an interlude in the meeting and to set a definite time for continuing the meeting.

Debatable or Amendable. Yes, but restricted as to time or duration of recess.

(c) MOTION TO POSTPONE TEMPORARILY

Purpose. To set aside, on a temporary basis, a pending main motion, provided that it may be taken up again for consideration during the

current meeting or at the next Regular Meeting. It is also referred to as a motion to lay on the table.

Debatable or Amendable. It is debatable but not amendable.

(d) MOTION FOR PREVIOUS QUESTION

Purpose. To prevent or stop discussion on the pending question or questions and to bring such question or questions to vote immediately. If the motion fails, discussion shall continue. If the motion passes, a vote shall be taken on the pending motion or motions.

Debatable or Amendable. No.

(e) MOTION TO LIMIT OR EXTEND DEBATE

Purpose. To limit or determine the time that will be devoted to discussion of a pending motion or to extend or remove limitations already imposed on its discussion.

Debatable or Amendable. Not debatable; amendments are restricted to period of time of the proposed limit or extension.

(f) MOTION TO REFER TO COMMITTEE OR STAFF

Purpose. To refer the question before the City Council to a committee or to the City staff for the purpose of investigating or studying the proposal and to make a report back to the City Council. If the motion fails, discussion or vote on the question resumes.

Debatable or Amendable. Yes.

(g) AMEND/SUBSTITUTE

Purpose. To modify or change a motion that is being considered by the City Council so that it will express more satisfactorily the will of the members. If the motion fails, discussion or vote on the main motion resumes. If the motion passes, then the main motion should be voted on as amended.

Debatable or Amendable. It is debatable unless applied to an undebatable main motion. It is amendable.

(h) POSTPONE INDEFINITELY

Purpose. To prevent further discussion and voting on the main motion. If the motion fails, discussion and voting on the main motion resumes. If it passes, the subject of main motion shall not be brought up again for the remainder of the meeting or the next Regular Meeting.
Debatable or Amendable. It is debatable but not amendable.

(i) MAIN MOTION

Purpose. The primary proposal or question before the City Council for discussion and decision.
Debatable or Amendable. Yes.

G. VOTING

G-1. VOTING PROCEDURE

When any motion is in order for the question, a vote shall be taken by use of the voting board and entered in full upon the record. Motions may be passed by a simple majority of the members present at a properly quorumed meeting (3 votes are sufficient if only 4 members are present) except that the following matters shall always require four affirmative votes:

- (a) Adoption of ordinances
- (b) Resolutions
- (c) Orders for payment of money

Eminent domain actions require a 2/3rds vote of the City Council (5 members of a 7-person City Council) in order to insure that (1) there is conclusive evidence of public necessity for the proposed project, (2) there is conclusive evidence that the property is necessary, and (3) the proposed public improvement is planned and located in the manner most compatible with the greatest public good and least public injury.

G-2. CHANGE OF VOTE

A member may change his vote only if he/she makes a timely request to do so immediately following the announcement of the vote by the City Clerk and prior to the time that the next item in the order of business is taken up.

G-3. FAILURE TO VOTE/ABSTENTIONS

Every member should vote unless disqualified for legal cause. Self-disqualification, without approval, which results in a tie vote shall be avoided as a means of obstructing City Council action, but no Council Member shall be forced to vote. A Council Member who abstains without legal cause shall thereby consent that a majority of the members voting may act for him/her. Members abstaining are counted towards quorum, but they are not counted in the tally of votes. Tie votes shall be lost motions and may be reconsidered.

G-4. CONFLICT OF INTEREST

Any Council Member who feels he/she may have a conflict of interest in any matter coming before the City Council shall disclose said interest and disqualify himself/herself from discussing or voting on the matter. Where it is not clear whether such interest is of a disqualifying nature, the Council Member shall state the facts of the matter to the City Attorney and request an opinion regarding a conflict prior to the meeting.

G-5. RECONSIDERATION AND RESCISSION OF PRIOR ACTION

After motion and vote by the City Council, such action may be reconsidered or rescinded only in the following manner:

(a) RECONSIDERATION

A motion to set aside a vote (in essence, to reconsider) on a main motion shall always be in order at the same meeting. The motion to reconsider is amendable and debatable. Such motion can be made by any Council Member regardless of how he/she previously voted on the matter. If the motion to reconsider passes, its effect is to overrule and cancel the prior action.

(b) RESCISSION

A motion to rescind (repeal, cancel, nullify) prior City Council action on a main motion shall be in order at any meeting of the City Council. The effect of rescinding prior City Council action shall operate prospectively only and not retroactively to the date of the original action. That is, it shall not operate to adversely affect intervening legal rights that create an estoppel situation.

(c) LOST MOTIONS

A lost motion is one that fails to receive the necessary number of votes to carry. Tie votes result in a lost motion. Lost motions may be renewed at any subsequent City Council meeting. To revive a lost motion at the same meeting, the proper action is a motion to reconsider, as discussed above.

H. MINUTES

H-1. PREPARATION OF MINUTES

The City Clerk shall have exclusive responsibility for preparation of the minutes, and any directions for changes in the minutes shall be made only by actions of the City Council.

H-2. MINUTES OF HEARINGS

Whenever the City Council acts in a quasi-judicial proceeding, such as hearings as defined in Section J, the minutes shall contain a synopsis of all evidence considered in the hearing.

H-3. READING OF MINUTES

Unless the reading of the minutes of a City Council meeting is ordered by a majority vote of the City Council, such minutes may be approved without reading if the City Clerk has previously furnished each Council Member with a copy.

I. ORDINANCES, RESOLUTIONS AND CONTRACTS

I-1. PREPARATION OF ORDINANCES, RESOLUTIONS AND CONTRACTS

(a) ORDINANCES

All ordinances shall be framed and approved by the City Attorney and shall be presented to the City Council only when ordered by the City Council, or City Manager, or prepared by the City Attorney on his/her own initiative.

(b) RESOLUTIONS

It shall be considered best practice to have all resolutions framed and approved by the City Attorney; however, resolutions may be prepared for submission by any individual, group or organization. In matters of urgency, a resolution may be presented verbally in motion form, together with instructions for written preparation for later execution. Urgency resolutions shall be avoided except when absolutely necessary and shall be avoided entirely when such resolutions are prohibited by law.

(c) CONTRACTS:

All contracts shall be prepared or approved as to form by the City Attorney and shall be presented to the City Council only when ordered by the City Council, City Manager, City Attorney, or as may be required by law.

I-2. PRIOR APPROVAL BY ADMINISTRATIVE STAFF

All ordinances, resolutions and contract documents shall, before presentation to the City Council, have been approved as to form by the City Attorney and shall have been examined and approved for administration by the City Manager or his/her authorized representative, where there are substantive matters of administration involved.

I-3. ENACTMENT OF ORDINANCES

(a) INTRODUCTION

Ordinances shall be introduced for first reading by motion. When ordinances, other than urgency ordinances, are altered after introduction, they shall be passed only at a Regular or Adjourned Regular Meeting held at least five days after alteration. Corrections or typographical or clerical errors are not considered alterations.

(b) PASSAGE

Ordinances shall be passed (second reading) by motion and by use of the voting board. Ordinances shall not be passed within five days of their introduction, nor at other than a Regular or Adjourned Regular Meeting. Ordinances require four affirmative votes.

(c) READING

Under the Consent agenda, staff requests that the City Council waive a full reading of the entirety of the ordinance. With this motion, only the title of the ordinance need be read as a part of the introduction and adoption process.

(d) URGENCY ORDINANCE

An urgency ordinance is an ordinance for the immediate preservation of the public peace, health or safety of the city. It may be adopted immediately upon introduction either at a Regular or Special Meeting. It must declare the facts constituting the urgency and it shall be passed by five affirmative votes.

(e) PUBLICATION

Within 15 days after its passage, the City Clerk shall cause each ordinance to be published, in accordance with state law, at least once in a newspaper of general circulation published and circulated in the city.

(f) EFFECTIVE DATE

Ordinances take effect 30 days after their final passage. An ordinance takes effect immediately, if it is an ordinance:

- (i) Relating to an election.
- (ii) Of an urgency nature.
- (iii) Relating to street improvement proceedings.
- (iv) Relating to taxes for the usual and current expenses of the city.
- (v) Covered by particular provisions of law prescribing the manner of its passage and adoption.

I-4. ADOPTION OF RESOLUTIONS

Resolutions may be adopted by motion on the date they are first presented to the City Council. It is not required that resolutions be read, either in full or by title only. Resolutions require four affirmative votes.

J. HEARINGS

J-1. APPLICATION AND DEFINITION

The following procedural rules shall apply to all hearings before the City Council. As used herein the term "hearing" shall include all Public Hearings required by state law or City ordinance, and proceedings for the revocation, suspension or reinstatement of permits, licenses and franchises.

J-2. RIGHTS OF INTERESTED PERSONS

On the date and at the time and place designated in the notice, the City Council shall afford any interested person or his/her authorized representative, or both, the opportunity to examine and cross-examine witnesses, to present documentary evidence, to present statements, arguments, or contentions orally and/or in writing, subject to the rules on addressing the City Council and rules hereinafter stated.

J-3. PRESENTATION OF EVIDENCE

(a) Oral Evidence

All oral statements that are relevant to the subject matter of the hearing may be considered by the City Council. Oral evidence may be taken on oath or affirmation, at the request of any interested party or his/her authorized representative.

(b) Exhibits and Documents

Exhibits and documents used by the City staff and any persons participating in the hearing may be considered as evidence.

(c) Communications and Petitions

All communications and petitions concerning the subject matter of the hearing shall be read aloud either in full or by synopsis thereof, provided that a reading in full shall be at the request of any Council Member. All such communications and petitions may be considered as evidence by the City Council.

(d) Staff Reports

Whenever practicable a written staff report shall be prepared and summarized aloud as part of the staff presentation. The report shall be considered as evidence.

(e) Large Maps and Displays

Large size maps and displays presented for use at the hearing shall, whenever practicable, be displayed in full view of the participants and the audience. Said maps or displays, or authentic reductions thereof, may be considered as evidence.

(f) Admissible Evidence

The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed

to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might make improper the admission of such evidence in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a decision unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

(g) Burden of Proof and Persuasion

Regardless of the issue or issues from which the appeal is taken, and except as otherwise required by law, the burden of proof and of persuasion of any fact or issue subject to proof before the City Council shall be on the Appellant. Only the issues or conditions appealed may be considered, except when an appeal is filed by a Council Member. In the event that a Council Member appeals, the entire case is appealed.

(h) Order of Presentations

(i) If one appellant only:

- Staff presentation
- Appellant's presentation (including those opposing the decision appealed)
- Opposition presentation (including those supporting the decision appealed)
- Appellant's rebuttal (limited to addressing points raised by opposition and answering City Council inquiries)

(ii) If two appellants (one being the applicant):

- Staff presentation
- Permit applicant's presentation
- Opposition presentation and rebuttal

- Applicant's rebuttal (limited to issues raised by the opposition and answering City Council's inquiries)

(i) Burden of Proof on City Council Appeals:

Irrespective of the nature of the decision from which the appeal is taken, the burden of proof and of persuasion of any fact or issue subject to proof before the City Council shall remain on the permit applicant unless otherwise required by law. An appeal on one issue opens the entire case for City Council consideration.

(j) Order of Presenting Evidence on City Council Appeals:

The following order of presentation of evidence shall apply to land use hearings unless the City Council otherwise orders:

- Staff presentation and (responses to City Council questions)
- Permit applicant's presentation
- Supporting presentations (if any)
- Opposition presentations (if any)
- Applicant rebuttal (limited to addressing points raised by opposition and answering City Council inquiries)

J-4. EVIDENCE OUTSIDE THE HEARING

Any evidence taken outside the Council Chamber, such as field trips, views of the premises and discussions with individuals, shall not be considered by the City Council in reaching its decision except:

- (a) When, during the hearing, the meeting is adjourned to a date, place and time certain for the specific purpose of taking visual or demonstrative evidence, such evidence may be considered; or
- (b) If each Council Member shall orally report his/her observations of such outside evidence taken he/she shall be subject to examination thereon by any interested person or his/her authorized representative.

J-5. CONTINUANCES

Any hearing being held, or noticed or ordered to be held by the City Council may, by minute action, be continued to any subsequent Regular or Adjourned Meeting of the City Council, provided a copy of the order or notice of continuance is posted outside the Council Chamber forthwith following the meeting at which the order of continuance was made.

J-6. DECISION

The City Council shall consider all evidence properly presented in accordance with the rules stated herein, and unless otherwise provided by law, shall render a decision or determination on the matter within 40 days of the close of the hearing. The decision or determination shall be by motion made and action taken thereon at a Regular or Adjourned Meeting of the City Council. Any Council Member who was not present during the entire hearing and has not made himself/herself familiar with the proceedings of the hearing, or who, in the opinion of the City Attorney, has a substantial conflict of interest in the matter, shall disqualify himself/herself from discussing or voting on the matter.

J-7. RECORD OF HEARING

A verbatim mechanical recording shall be made of the oral evidence presented at the hearing. The recording, together with all documents, maps, exhibits and displays admitted into evidence, shall be retained by the City Clerk for a period of two years from the date of the close of the hearing. In lieu of retaining the recording, the City Clerk may prepare a typewritten transcript thereof that shall be retained for the same period of time. The recording or transcript and evidentiary documents shall be made available for public inspection and use at reasonable times and under such reasonable conditions as may be prescribed by the City Council or the City Clerk.

RESOLUTION INDEX

Resolution No.	Date Adopted	Change
####-22	11/15/22	Resolution approving an update to the Manual or Procedures for City Council Meeting
9399-16	12/13/16	Resolution approving a revision to the Manual of Procedures for City Council Meeting
8758-07	01/23/07	Resolution changing the meeting time for City Council Regular Meetings
8754-07	01/09/07	Resolution approving a revision to the Manual of Procedures for City Council Meeting
8336-01	02/13/01	Resolution of the City Council of the City of Garden Grove amending format and order of City Council Agenda
8209-99	08/10/99	Resolution of the City Council of the City of Garden Grove establishing format and order of City Council agenda and meeting time of Joint Economic Development Committee (JEDC)
8193-99	06/08/99	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1982 edition) relating to the times of regular meetings of the City Council
8038-97	11/25/97	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1982 edition) relating to City Council agenda format
7787-95	07/11/95	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1982 edition) relating to City Council agenda and format
7685-94	06/21/94	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1982 edition) relating to City Council agenda format
7671-94	04/19/94	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1982 edition) relating to the times of regular meetings of the City Council

7669-94	04/19/94	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1982 edition) relating to City Council agenda format
7652-94	03/01/94	Resolution of the City council of the City of Garden Grove amending the Manual of Procedure (1982 edition) relating to City Council agenda format
7620-93	11/02/93	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1982 edition) relating to City Council agenda format
7433-92	02/04/92	Resolution of the City Council of the City of Garden Grove amending Resolution No. 6195-82 amending the Council rules on Council and City staff decorum and order
7256-90	07/02/90	Resolution of the City Council of the City of Garden Grove amending Resolution No. 6195-82 adopting the Council Rules of Procedure to establish further procedures for Council land use hearings
7105-89	03/06/89	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1982 edition) relating to City Council agenda format
6195-82	02/08/82	Resolution of the City Council of the City of Garden Grove adopting Manual of Procedure (1982 edition)
6153-81	09/08/81	Resolution of the City council of the city of Garden Grove amending Manual of Procedure, City Council meetings (1971 edition)
5659-78	10/17/78	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1971 edition)
5497-78	01/03/78	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1971 edition)
5290-77	04/04/77	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1971 edition)
4996-76	04/06/76	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1971 edition)

4974-76	02/24/76	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1971 edition)
4914-75	11/11/75	Resolution of the City Council of the City of Garden Grove amending the manual of Procedure (1971 edition)
4773-75	04/22/75	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1971 edition)
4443-73	07/03/73	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1971 edition)
4442-73	07/17/73	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1971 edition)
4353-73	04/16/73	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1971 edition)
4000-71	01/05/71	Resolution of the City Council of the City of Garden Grove adopting Manual of Procedure (1971 edition)
3543-68	08/06/68	Resolution of the City Council of the City of Garden Grove establishing City Council procedures
3114-66	03/01/66	Resolution of the City Council of the City of Garden Grove establishing procedure in connection with the re-use and destruction of tape recordings of City Council meetings



GARDEN GROVE

MANUAL OF PROCEDURE CITY COUNCIL MEETINGS

~~2016~~ 2022 Edition

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A. MEETINGS

A-1. REGULAR MEETINGS

The City Council shall hold Regular Meetings on the second and fourth Tuesdays of each month at 6:30 p.m., or 5:30 p.m. if a Closed Session or Study Session is scheduled, in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove; or at such other time or location within the city limits to which said meeting may be adjourned. If by reason of fire, flood or other emergency, it shall be unsafe to meet in the Community Meeting Center, the meetings may be held for the duration of the emergency at such other place as is designated by the Mayor or by four members of the City Council. When the day of any Regular Meeting falls on a legal holiday, as provided in the Municipal Code, no meeting shall be held on such holiday, but a Regular Meeting shall be held at the same hour on the following business day or as it shall be scheduled by the City Council in advance.

A-2. ADJOURNED MEETINGS

Any Regular or Adjourned Regular Meeting may be adjourned to a time, place and date specified in the order of adjournment, but not beyond the next Regular Meeting. If no time is stated in the order of adjournment, it shall be the same time as for Regular Meetings. Once adjourned, the meeting may not be reconvened. An Adjourned Regular Meeting is a Regular Meeting for all purposes.

A-3. SPECIAL MEETINGS

Special meetings may be called at any time by the Mayor, or by four members of the City Council, by delivering personally, by mail, or by email written notice to each Council Member, ~~and cause the~~. The City Clerk ~~to~~shall provide a Notice and Call of the Special Meeting to each local newspaper of general circulation, radio or television station requesting notice in writing by email. Such notice must be both posted and delivered personally, by Fax, email or by mail at least twenty-four hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the Special Meeting and

the business to be transacted. No other business shall be considered at such meetings. No ordinances, other than urgency ordinances, may be adopted, ~~nor may resolutions, orders for payment of money, or to set the.~~ The compensation of the City Manager or exempt executive employees ~~be made~~ may not be discussed or voted upon. Resolutions, urgency ordinances or orders for payment of money may only be approved at a Special Meeting if the notice of the particular meeting specifies the business to be transacted.

A-4. MEETINGS TO BE PUBLIC

All Regular, Adjourned, and Special Meetings of the City Council shall be open and public, provided however, that the City Council may hold Closed Sessions from which the public may be excluded for the consideration of the following subjects:

(a) Personnel Matters

To consider the appointment, employment, or dismissal of a public officer or employee; or to hear complaints or charges brought against such officer or employee by another public officer, person, or employee, unless such officer or employee requests a ~~Public Hearing~~ public session. The City Council may exclude from any such Closed Session during the examination of a witness any or all other witnesses in the matter being investigated.

(b) Attorney-Client Matters

To consider proposed, threatened, or pending litigation to which the City is a party.

(c) Labor Negotiations

To consider and discuss with designated representatives and employee organizations, matters relative to labor negotiations including, but not limited to, such items as salaries, salary schedules and fringe benefits.

(d) Real Property Negotiations

To consider and discuss instructions to the City's real property negotiator(s) concerning price and /or terms of payment pertaining to the sale, purchase, or lease of real property.

(e) To consider and deal with such other matters as may be authorized by law.

(f) The City Council may request City officers or employees to be present at any Closed Session.

A-5. ATTENDANCE

Council Members are expected to attend all meetings of the City Council. If a Council Member is absent without City Council permission from all Regular City Council meetings for 60 days consecutively from the last Regular Meeting attended, the office becomes vacant and shall be filled as any other vacancy.

A-6. TELECONFERENCING

Council Members may participate in Council meetings via teleconference subject to compliance with the requirements of the Brown Act (particularly Govt. Code Section 54953). Council Members wishing to teleconference must notify the Mayor and the City Clerk of the desire or need to attend the meeting via teleconference at the earliest opportunity possible to enable the City Clerk to comply with agenda posting requirements pursuant to the Brown Act (Govt. Code Sections 54950 et seq.).

A-7. QUORUM

The City Council consists of seven members - one of which is the Mayor. Four members of the City Council shall constitute a quorum and shall be sufficient to transact regular business. If less than four Council Members appear at a Regular Meeting, any member, or the City Clerk if all members are absent, may adjourn the meeting to a stated day and hour. The City Clerk shall cause

a written notice of the adjournment to be delivered personally to each Council Member at least ~~threetwenty-four~~ hours before the Adjourned Meeting.

B. AGENDA

B-1. AGENDA, PREPARATION OF

An agenda shall be prepared for each Regular Meeting containing the specific items of business to be transacted and the order thereof. Items of business may be placed on the agenda by the City Manager, his representative, the City Attorney or by a majority vote of the City Council. Individual City Council Members may place items for discussion on the agenda under "Matters from City Council Members". Agenda items shall be delivered to the City Manager and/or City Clerk. The City Clerk shall thereafter prepare the agenda under the direction of the City Manager. The agenda, together with all reports pertaining thereto, shall be delivered to the Council Members no later than the 72 hours preceding the Regular Meeting. The agenda shall be made available to the public as soon as practicable, not later than 72 hours preceding the Regular Meeting. No matters other than those listed on the agenda shall be finally acted upon by the City Council.

B-2. ORDER OF BUSINESS

At the time set for each Regular Meeting, the Council Members, City Clerk, City Manager, City Attorney and such Department Heads as have been requested to be present, shall take their regular places. The Mayor shall call the meeting to order and the business of the City Council shall be taken up for consideration and disposition in the order set forth in Section B-3, except that with the consent of the Council Members present, the Mayor may request that items be taken out of order.

B-3. AGENDA CONTENTS

The Agenda shall contain the title headings and shall be conducted in the order and manner as set forth below:

(a) ROLL CALL

The City Clerk shall call the roll of the Council Members and the names of those present and absent shall be entered in the minutes.

(b) CLOSED SESSION

All Closed Session items shall be listed on the Agenda and considered pursuant to ~~Sections 54950 et seq. of the California Government Code~~ the Brown Act.

(c) INVOCATION

An invocation will be provided at each Regular Meeting.

(d) PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

(e) PRESENTATIONS

The City Council shall from time to time recognize individuals and organizations and present awards or Certificates of Appreciation.

(f) ORAL COMMUNICATIONS COMBINED WITH OTHER LEGISLATIVE BODIES - PUBLIC

The City Council shall consider Oral Communications from the audience simultaneously with the Successor Agency ~~and~~, the Garden Grove Sanitary District, and other legislative bodies meeting at the same meeting time.

(g) WRITTEN COMMUNICATIONS – PUBLIC

Written communications provided to the City Clerk prior to public meetings and in lieu of attending a meeting for the purpose of addressing the City Council shall be provided to the Mayor and City Council Members.

(h) WRITTEN COMMUNICATIONS - REQUESTS

The City Council shall consider Written Communications from the public and from other agencies. The Agenda shall list written communications requiring City Council action, including a copy or a brief summary of the request.

(hi) CONSENT ITEMS

Consent Items are acted on simultaneously with one motion unless separate discussion and/or action is requested by a Council Member. Some of the typical consent items are: proclamations; claims; City Council minutes; bond exonerations; approval of plans and specifications and authorization to advertise for bids; approval of final progress payments, time extensions and acceptance of contracts; bid awards for amounts less than \$250,000; approval of certain agreements; report of City accounts; conference attendance (as budgeted); personnel transactions such as leave of absence, employment recommendations, reclassifications; some routine resolutions; waiver of full reading of Ordinances listed for adoption; and any other item that may be considered routine or of a follow-up nature.

(ij) PUBLIC HEARINGS

The City Council shall conduct all Public Hearings in accordance with the provisions of Section J-1 through J-7.

(jk) COMMISSION/COMMITTEE MATTERS

The City Council shall consider matters submitted by the Commissions, Committees, and Boards of the City.

(kl) ITEMS FOR CONSIDERATION

This section is for a wide variety of matters such as consideration of ordinances for introduction, resolutions, and contracts for amounts that exceed \$250,000, staff reports and recommendations.

(~~m~~) ORDINANCES PRESENTED FOR SECOND READING AND ADOPTION

Ordinances are adopted through a two-step process. First, an ordinance is introduced by the adoption of a motion to pass for second reading. Second, the ordinance is again considered at a subsequent meeting at least five days after introduction for final adoption. It takes four affirmative votes to pass an ordinance.

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

The City Council shall consider all oral and written communications from Council Members and City Manager.

(~~n~~) ADJOURNMENT

C. PRESIDING OFFICER

C-1. MAYOR TO PRESIDE

The Mayor shall be the Presiding Officer at all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tempore shall preside. In the absence of both the Mayor and Mayor Pro Tempore, the City Manager shall call the City Council to order, whereupon a temporary Presiding Officer shall be elected by the Council Members present to serve until the arrival of the Mayor or Mayor Pro Tempore, or until adjournment.

C-2. POWERS AND DUTIES OF PRESIDING OFFICER

(a) Participation

The Presiding Officer may move, second, debate, and vote from the Chair. He/she shall not be deprived of any of the rights and privileges of a Council Member by reason of his/her acting as Presiding Officer.

(b) Questions to be Stated

The Presiding Officer, or such member of the City staff as he/she may designate, may verbally restate each question immediately prior to calling for the vote. Following the vote the City Clerk shall announce whether the question carried or was defeated. The Presiding Officer, at his/her discretion, may explain the effect of a vote to the audience, or he/she may direct a member of the City staff to do so, before proceeding to the next item of business.

(c) Maintaining Order and Decorum

The Presiding Officer shall be responsible for the maintenance of order and decorum at all meetings. Any decision or ruling of the Mayor may be appealed by request of any Council Member. The Mayor shall call for roll call to see if the Chair shall be upheld. If the roll call loses, the Mayor's decision or ruling is reversed.

(d) Signing of Documents

The Presiding Officer shall sign all ordinances, resolutions, and other documents necessitating his/her signature that were adopted in his/her presence, unless he/she is unavailable, in which case an alternate Presiding Officer may sign such documents. Additionally, certain documents are designated to be signed by the City Manager or his/her designee as it may be required by City Council resolution or minute action.

(e) Appointment of Ad Hoc Committees

The Mayor may, subject to the approval of the City Council, appoint such ad hoc committees of Council Members, City staff and private citizens, or a combination thereof as he/she deems necessary and expedient to assist and advise the City Council in its work.

D. ADDRESSING THE COUNCIL

D-1. WRITTEN CORRESPONDENCE

The City Manager or his/her designee is authorized to receive and open all mail addressed to the City Council, and he/she shall give it immediate attention so that all administrative business referred to in the communications, not necessarily requiring City Council action, may be disposed of between City Council meetings. Any communication requiring City Council action shall be placed upon the agenda, sometimes with a report and recommendation by the City staff. All correspondence requiring City Council action shall be answered or acknowledged as soon as practicable.

D-2. RIGHT TO ADDRESS COUNCIL

Subject to the provisions of Section D-3, D-4, and D-5, members of the public shall have the absolute right to address the City Council during Oral Communications on any consideration of items of business within the jurisdiction of the City Council other than Public Hearings, which shall be heard at the appointed time for said Public Hearing.

D-3. PUBLIC HEARINGS

Interested persons or their authorized representatives may address the City Council, while a matter is open to Public Hearing, to provide remarks or ask questions relevant to the matter under consideration.

D-4. ORAL COMMUNICATIONS

Members of the public, or their authorized representatives, may address the City Council by Oral Communications on any matter concerning municipal business over which the City Council has jurisdiction, or which is listed on the agenda, except Public Hearing items.

D-5. MANNER OF ADDRESSING COUNCIL

Any person desiring to address the City Council may be requested to fill out a card, present it to the City Clerk, and wait to be recognized by the Presiding Officer. After being recognized, they shall approach the podium, state their name for the record, and proceed to address the City Council. All remarks and

questions shall be addressed to the City Council as a whole and not to any individual member. No question shall be asked of a Council Member or a member of the City staff without first obtaining permission of the Presiding Officer.

D-6. TIME LIMITATION

Every person addressing the City Council will be requested to limit their address to ~~five~~three (53) minutes or as granted by the City Council. When any group of persons wishes to address the City Council on the same subject matter, it shall be proper for the Presiding Officer to request that 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 in order to facilitate consideration of a topic or to allow completion of a meeting with a lengthy agenda within a reasonable time.

D-7. IMPROPER REMARKS

Any person making impertinent, ~~slandering~~, or profane remarks or who becomes boisterous while addressing the City Council shall be called to order by the Presiding Officer. If such conduct continues, the Presiding Officer may order the person barred from further audience before the City Council during that meeting. Any person disrupting the meeting may be warned and removed from the meeting pursuant to E-8 below.

E. DEBATE AND DECORUM

E-1. OBTAINING THE FLOOR

Every Council Member desiring to speak shall first address the Presiding Officer, gain recognition by the Presiding Officer, and limit himself/herself to the question under debate.

E-2. QUESTIONS TO STAFF

Every Council Member desiring to ask a question of the City staff shall, after recognition by the Presiding Officer, address his/her questions to the City Manager, the City Clerk, or the City Attorney. In the case of the City Manager, he/she shall either answer the inquiry himself/herself or to designate a member of the staff for that purpose.

E-3. INTERRUPTIONS

A Council Member, once recognized, shall not be interrupted when speaking unless called to order by the Presiding Officer, unless a point of order or personal privilege is raised by another Council Member, or unless the speaker chooses to yield to a question by another Council Member. If a Council Member, while speaking, is called to order, he/she shall cease speaking until the question of order is determined and, if determined to be in order, he/she may proceed. Members of the City staff, after recognition by the Presiding Officer, shall hold the floor until completion of their remarks or until recognition is withdrawn by the Presiding Officer.

E-4. POINTS OF ORDER

The Presiding Officer shall determine all points of order subject to the right of any Council Member to appeal to the City Council. He/she may request an opinion of the City Attorney in making such determination. If an appeal is taken, the question shall be: Shall the decision of the Presiding Officer be sustained? The City Council decision shall conclusively determine such questions of order.

E-5. POINT OF PERSONAL PRIVILEGE

The right of a Council Member to address the City Council on a question of personal privilege shall be limited to cases in which his/her integrity, character, or motives are questioned, or where the welfare of the City Council is concerned. A Council Member raising a point of personal privilege may interrupt another Council Member who has the floor subject only to the power of the Presiding Officer to call him/her out of order.

E-6. REMARKS OF COUNCIL MEMBERS AND SYNOPSIS OF DEBATE

Any Council Member shall have the right to have an abstract of his/her statement and/or a synopsis of the debate on any subject under consideration by the City Council entered in the minutes. Such right shall be exercised by specific direction to the City Clerk at the City Council meeting.

E-7. DECORUM AND ORDER, CITY COUNCIL AND CITY STAFF

While the City Council is in session, the Council Members and City staff shall preserve order and decorum. No member shall, by conversation or other delay, interrupt the proceedings or the peace of the City Council, disturb any other member while speaking, or refuse to obey the directives of the Presiding Officer.

E-8. DECORUM AND ORDER, AUDIENCE

Public members attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council and City staff. Any person making impertinent ~~or slanderous~~ remarks ~~or who becomes boisterous~~ while addressing the City Council may be warned by the Presiding Officer to address the City Council on the matter at hand or on matters within the subject matter jurisdiction of the City Council.

Any person disrupting the meeting while addressing the City Council or while attending the City Council meeting may be ~~removed from the~~ warned that their behavior is disrupting the meeting and their failure to cease may result in removal from the meeting; if the person does not cease the disruptive behavior, they can be removed from the meeting room if the Sergeant-at-Arms is so directed by the Presiding Officer. Such person may be barred from further audience before the City Council during the meeting. Disruptive behavior is conduct that actually disrupts, impedes, or otherwise renders infeasible the orderly conduct of the meeting. No prior warning to a person to be removed

is required if the person is engaging in behavior that constitutes use of force or a true threat of force against any other person.

Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations that disrupt the meeting shall not be permitted by the Presiding Officer, who may direct the Sergeant-at-Arms to remove such offenders from the room after warning pursuant to E-8 above. Aggravated cases may be prosecuted on appropriate complaint signed by the Presiding Officer or a Council Member.

E-9. ENFORCEMENT OF DECORUM

The Chief of Police, or such member of the Police Department as he/she may designate, shall be Sergeant-at-Arms of the City Council and shall attend meetings when requested by the Presiding Officer, City Manager or City Council. He/she shall be available to respond to all meetings immediately upon call. He/she shall carry out all orders given by the Presiding Officer of the City Council for the purpose of maintaining order and decorum at the City Council meetings. Any Council Member may move to require the Presiding Officer to enforce the rules, and the affirmative vote of a majority of the Council Members present shall require him/her to do so.

E-10. FAILURE TO OBSERVE RULES OF ORDER

~~Rules~~These rules are adopted to expedite the transaction of the business of the City Council in an orderly fashion and are deemed to be procedural only~~7~~
~~and the.~~ The failure to strictly observe such rules shall not affect the jurisdiction of the City Council or invalidate any action taken at a meeting that is otherwise held in conformity with law.

F. MOTIONS

F-1. PRESENTATION OF MOTIONS

A motion is the formal statement of a proposal or question to the City Council for consideration and action. The Mayor and each Council Member have the right to present a motion.

F-2. SECOND REQUIRED

A motion by any Council Member shall not be considered by the City Council and voted on unless it receives a second.

F-3. PRECEDENCE OF MOTIONS

When a main motion is before the City Council, no motion shall be entertained except the following which shall have precedence, one over the other, in the following order:

- (a) Adjourn
- (b) Recess
- (c) Postpone temporarily or definitely (table)
- (d) Previous question
- (e) Limit or extend debate
- (f) Refer to committee or staff
- (g) Amend/Substitute
- (h) Postpone indefinitely

The above order of preference is subject to the following restrictions:

- (a) A motion shall not be repeated without intervening business or discussion.
- (b) A motion shall not be in order when the previous question has been ordered.
- (c) A motion shall not be in order while a vote is being taken.

F-4. PARTICULAR MOTIONS, PURPOSE AND CRITERIA

The purpose and salient criteria of the above-listed motions is as follows:

(a) MOTION TO ADJOURN

Purpose. To terminate a meeting.

Debatable or Amendable. No, except a motion to adjourn to another time is debatable and amendable as to the time to which the meeting is to be adjourned.

(b) MOTION TO RECESS

Purpose. To permit an interlude in the meeting and to set a definite time for continuing the meeting.

Debatable or Amendable. Yes, but restricted as to time or duration of recess.

(c) MOTION TO POSTPONE TEMPORARILY

Purpose. To set aside, on a temporary basis, a pending main motion, provided that it may be taken up again for consideration during the current meeting or at the next Regular Meeting. It is also referred to as a motion to lay on the table.

Debatable or Amendable. It is debatable but not amendable.

(d) MOTION FOR PREVIOUS QUESTION

Purpose. To prevent or stop discussion on the pending question or questions and to bring such question or questions to vote immediately. If the motion fails, discussion shall continue. If the motion passes, a vote shall be taken on the pending motion or motions.

Debatable or Amendable. No.

(e) MOTION TO LIMIT OR EXTEND DEBATE

Purpose. To limit or determine the time that will be devoted to discussion of a pending motion or to extend or remove limitations already imposed on its discussion.

Debatable or Amendable. Not debatable; amendments are restricted to period of time of the proposed limit or extension.

(f) MOTION TO REFER TO COMMITTEE OR STAFF

Purpose. To refer the question before the City Council to a committee or to the City staff for the purpose of investigating or studying the proposal and to make a report back to the City Council. If the motion fails, discussion or vote on the question resumes.

Debatable or Amendable. Yes.

(g) AMEND/SUBSTITUTE

Purpose. To modify or change a motion that is being considered by the City Council so that it will express more satisfactorily the will of the members. If the motion fails, discussion or vote on the main motion resumes. If the motion passes, then the main motion should be voted on as amended.

Debatable or Amendable. It is debatable unless applied to an undebatable main motion. It is amendable.

(h) POSTPONE INDEFINITELY

Purpose. To prevent further discussion and voting on the main motion. If the motion fails, discussion and voting on the main motion resumes. If it passes, the subject of main motion shall not be brought up again for the remainder of the meeting or the next Regular Meeting.

Debatable or Amendable. It is debatable but not amendable.

(i) MAIN MOTION

Purpose. The primary proposal or question before the City Council for discussion and decision.

Debatable or Amendable. Yes.

G. VOTING

G-1. VOTING PROCEDURE

When any motion is in order for the question, a vote shall be taken by use of the voting board and entered in full upon the record. Motions may be passed by a simple majority of the members present at a properly quorumed meeting (3 votes are sufficient if only 4 members are present) except that the following matters shall always require four affirmative votes:

- (a) Adoption of ordinances
- (b) Resolutions
- (c) Orders for payment of money

Eminent domain actions require a 2/3rds vote of the City Council (5 members of a 7-person City Council) in order to insure that (1) there is conclusive evidence of public necessity for the proposed project, (2) there is conclusive evidence that the property is necessary, and (3) the proposed public improvement is planned and located in the manner most compatible with the greatest public good and least public injury.

G-2. CHANGE OF VOTE

A member may change his vote only if he/she makes a timely request to do so immediately following the announcement of the vote by the City Clerk and prior to the time that the next item in the order of business is taken up.

G-3. FAILURE TO VOTE/ABSTENTIONS

Every member should vote unless disqualified for legal cause. Self-disqualification, without approval, which results in a tie vote shall be avoided as a means of obstructing City Council action, but no Council Member shall be forced to vote. A Council Member who abstains without legal cause shall thereby consent that a majority of the members voting may act for him/her. Members abstaining are counted towards quorum, but they are not counted in the tally of votes. Tie votes shall be lost motions and may be reconsidered.

G-4. CONFLICT OF INTEREST

Any Council Member who feels he/she may have a conflict of interest in any matter coming before the City Council shall disclose said interest and disqualify himself/herself from discussing or voting on the matter. Where it is not clear whether such interest is of a disqualifying nature, the Council Member shall state the facts of the matter to the City Attorney and request an opinion regarding a conflict prior to the meeting.

G-5. RECONSIDERATION AND RESCISSION OF PRIOR ACTION

After motion and vote by the City Council, such action may be reconsidered or rescinded only in the following manner:

(a) RECONSIDERATION

A motion to set aside a vote (in essence, to reconsider) on a main motion shall always be in order at the same meeting. The motion to reconsider is amendable and debatable. Such motion can be made by any Council Member regardless of how he/she previously voted on the matter. If the motion to reconsider passes, its effect is to overrule and cancel the prior action.

(b) RESCISSION

A motion to rescind (repeal, cancel, nullify) prior City Council action on a main motion shall be in order at any meeting of the City Council. The effect of rescinding prior City Council action shall operate prospectively only and not retroactively to the date of the original action. That is, it shall not operate to adversely affect intervening legal rights that create an estoppel situation.

(c) LOST MOTIONS

A lost motion is one that fails to receive the necessary number of votes to carry. Tie votes result in a lost motion. Lost motions may be renewed at any subsequent City Council meeting. To revive a lost motion at the same meeting, the proper action is a motion to reconsider, as discussed above.

H. MINUTES

H-1. PREPARATION OF MINUTES

The City Clerk shall have exclusive responsibility for preparation of the minutes, and any directions for changes in the minutes shall be made only by actions of the City Council.

H-2. MINUTES OF HEARINGS

Whenever the City Council acts in a quasi-judicial proceeding, such as hearings as defined in Section J, the minutes shall contain a synopsis of all evidence considered in the hearing.

H-3. READING OF MINUTES

Unless the reading of the minutes of a City Council meeting is ordered by a majority vote of the City Council, such minutes may be approved without reading if the City Clerk has previously furnished each Council Member with a copy.

I. ORDINANCES, RESOLUTIONS AND CONTRACTS

I-1. PREPARATION OF ORDINANCES, RESOLUTIONS AND CONTRACTS

(a) ORDINANCES

All ordinances shall be framed and approved by the City Attorney and shall be presented to the City Council only when ordered by the City Council, or City Manager, or prepared by the City Attorney on his/her own initiative.

(b) RESOLUTIONS

It shall be considered best practice to have all resolutions framed and approved by the City Attorney; however, resolutions may be prepared for submission by any individual, group or organization. In matters of urgency, a resolution may be presented verbally in motion form, together with instructions for written preparation for later execution. Urgency resolutions shall be avoided except when absolutely necessary and shall be avoided entirely when such resolutions are prohibited by law.

(c) CONTRACTS:

All contracts shall be prepared or approved as to form by the City Attorney and shall be presented to the City Council only when ordered by the City Council, City Manager, ~~or~~ City Attorney, or as may be required by law.

I-2. PRIOR APPROVAL BY ADMINISTRATIVE STAFF

All ordinances, resolutions and contract documents shall, before presentation to the City Council, have been approved as to form by the City Attorney and shall have been examined and approved for administration by the City Manager or his/her authorized representative, where there are substantive matters of administration involved.

I-3. ENACTMENT OF ORDINANCES

(a) INTRODUCTION

Ordinances shall be introduced for first reading by motion. When ordinances, other than urgency ordinances, are altered after introduction, they shall be passed only at a Regular or Adjourned Regular Meeting held at least five days after alteration. Corrections or typographical or clerical errors are not considered alterations.

(b) PASSAGE

Ordinances shall be passed (second reading) by motion and by use of the voting board. Ordinances shall not be passed within five days of their introduction, nor at other than a Regular or Adjourned Regular Meeting. Ordinances require four affirmative votes.

(c) READING

Under the Consent agenda, staff requests that the City Council waive a full reading of the entirety of the ordinance. With this motion, only the title of the ordinance need be read as a part of the introduction and adoption process.

(d) URGENCY ORDINANCE

An urgency ordinance is an ordinance for the immediate preservation of the public peace, health or safety of the city. It may be adopted immediately upon introduction either at a Regular or Special Meeting. It must declare the facts constituting the urgency and it shall be passed by five affirmative votes.

(e) PUBLICATION

Within 15 days after its passage, the City Clerk shall cause each ordinance to be published, in accordance with state law, at least once in a newspaper of general circulation published and circulated in the city.

(f) EFFECTIVE DATE

Ordinances take effect 30 days after their final passage. An ordinance takes effect immediately, if it is an ordinance:

- (i) Relating to an election.
- (ii) Of an urgency nature.
- (iii) Relating to street improvement proceedings.
- (iv) Relating to taxes for the usual and current expenses of the city.
- (v) Covered by particular provisions of law prescribing the manner of its passage and adoption.

I-4. ADOPTION OF RESOLUTIONS

Resolutions may be adopted by motion on the date they are first presented to the City Council. It is not required that resolutions be read, either in full or by title only. Resolutions require four affirmative votes.

J. HEARINGS

J-1. APPLICATION AND DEFINITION

The following procedural rules shall apply to all hearings before the City Council. As used herein the term "hearing" shall include all Public Hearings

required by state law or City ordinance, and proceedings for the revocation, suspension or reinstatement of permits, licenses and franchises.

J-2. RIGHTS OF INTERESTED PERSONS

On the date and at the time and place designated in the notice, the City Council shall afford any interested person or his/her authorized representative, or both, the opportunity to examine and cross-examine witnesses, to present documentary evidence, to present statements, arguments, or contentions orally and/or in writing, subject to the rules on addressing the City Council and rules hereinafter stated.

J-3. PRESENTATION OF EVIDENCE

(a) Oral Evidence

All oral statements that are relevant to the subject matter of the hearing may be considered by the City Council. Oral evidence may be taken on oath or affirmation, at the request of any interested party or his/her authorized representative.

(b) Exhibits and Documents

Exhibits and documents used by the City staff and any persons participating in the hearing may be considered as evidence.

(c) Communications and Petitions

All communications and petitions concerning the subject matter of the hearing shall be read aloud either in full or by synopsis thereof, provided that a reading in full shall be at the request of any Council Member. All such communications and petitions may be considered as evidence by the City Council.

(d) Staff Reports

Whenever practicable a written staff report shall be prepared and summarized aloud as part of the staff presentation. The report shall be considered as evidence.

(e) Large Maps and Displays

Large size maps and displays presented for use at the hearing shall, whenever practicable, be displayed in full view of the participants and the audience. Said maps or displays, or authentic reductions thereof, may be considered as evidence.

(f) Admissible Evidence

The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might make improper the admission of such evidence in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a decision unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

(g) Burden of Proof and Persuasion

Regardless of the issue or issues from which the appeal is taken, and except as otherwise required by law, the burden of proof and of persuasion of any fact or issue subject to proof before the City Council shall be on the Appellant. Only the issues or conditions appealed may be considered, except when an appeal is filed by a Council Member. In the event that a Council Member appeals, the entire case is appealed.

(h) Order of Presentations

(i) If one appellant only:

- Staff presentation
- Appellant's presentation (including those opposing the decision appealed)
- Opposition presentation (including those supporting the decision appealed)
- Appellant's rebuttal (limited to addressing points raised by opposition and answering City Council inquiries)

(ii) If two appellants (one being the applicant):

- Staff presentation
- Permit applicant's presentation
- Opposition presentation and rebuttal
- Applicant's rebuttal (limited to issues raised by the opposition and answering City Council's inquiries)

(i) Burden of Proof on City Council Appeals:

Irrespective of the nature of the decision from which the appeal is taken, the burden of proof and of persuasion of any fact or issue subject to proof before the City Council shall remain on the permit applicant unless otherwise required by law. An appeal on one issue opens the entire case for City Council consideration.

(j) Order of Presenting Evidence on City Council Appeals:

The following order of presentation of evidence shall apply to land use hearings unless the City Council otherwise orders:

- Staff presentation and (responses to City Council questions)
- Permit applicant's presentation
- Supporting presentations (if any)
- Opposition presentations (if any)

- Applicant rebuttal (limited to addressing points raised by opposition and answering City Council inquiries)

J-4. EVIDENCE OUTSIDE THE HEARING

Any evidence taken outside the Council Chamber, such as field trips, views of the premises and discussions with individuals, shall not be considered by the City Council in reaching its decision except:

- (a) When, during the hearing, the meeting is adjourned to a date, place and time certain for the specific purpose of taking visual or demonstrative evidence, such evidence may be considered; or
- (b) If each Council Member shall orally report his/her observations of such outside evidence taken he/she shall be subject to examination thereon by any interested person or his/her authorized representative.

J-5. CONTINUANCES

Any hearing being held, or noticed or ordered to be held by the City Council may, by minute action, be continued to any subsequent Regular or Adjourned Meeting of the City Council, provided a copy of the order or notice of continuance is posted outside the Council Chamber forthwith following the meeting at which the order of continuance was made.

J-6. DECISION

The City Council shall consider all evidence properly presented in accordance with the rules stated herein, and unless otherwise provided by law, shall render a decision or determination on the matter within 40 days of the close of the hearing. The decision or determination shall be by motion made and action taken thereon at a Regular or Adjourned Meeting of the City Council. Any Council Member who was not present during the entire hearing and has not made himself/herself familiar with the proceedings of the hearing, or who, in the opinion of the City Attorney, has a substantial conflict of interest in the matter, shall disqualify himself/herself from discussing or voting on the matter.

J-7. RECORD OF HEARING

A verbatim mechanical recording shall be made of the oral evidence presented at the hearing. The recording, together with all documents, maps, exhibits and displays admitted into evidence, shall be retained by the City Clerk for a period of two years from the date of the close of the hearing. In lieu of retaining the recording, the City Clerk may prepare a typewritten transcript thereof that shall be retained for the same period of time. The recording or transcript and evidentiary documents shall be made available for public inspection and use at reasonable times and under such reasonable conditions as may be prescribed by the City Council or the City Clerk.

RESOLUTION INDEX

Resolution No.	Date Adopted	Change
<u>###-22</u>	<u>11/15/22</u>	<u>Resolution approving an update to the Manual or Procedures for City Council Meeting</u>
9399-16	12/13/16	Resolution approving a revision to the Manual of Procedures for City Council Meeting
8758-07	01/23/07	Resolution changing the meeting time for City Council Regular Meetings
8754-07	01/09/07	Resolution approving a revision to the Manual of Procedures for City Council Meeting
8336-01	02/13/01	Resolution of the City Council of the City of Garden Grove amending format and order of City Council Agenda
8209-99	08/10/99	Resolution of the City Council of the City of Garden Grove establishing format and order of City Council agenda and meeting time of Joint Economic Development Committee (JEDC)
8193-99	06/08/99	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1982 edition) relating to the times of regular meetings of the City Council
8038-97	11/25/97	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1982 edition) relating to City Council agenda format
7787-95	07/11/95	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1982 edition) relating to City Council agenda and format
7685-94	06/21/94	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1982 edition) relating to City Council agenda format
7671-94	04/19/94	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1982 edition) relating to the times of regular meetings of the City Council

7669-94	04/19/94	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1982 edition) relating to City Council agenda format
7652-94	03/01/94	Resolution of the City council of the City of Garden Grove amending the Manual of Procedure (1982 edition) relating to City Council agenda format
7620-93	11/02/93	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1982 edition) relating to City Council agenda format
7433-92	02/04/92	Resolution of the City Council of the City of Garden Grove amending Resolution No. 6195-82 amending the Council rules on Council and City staff decorum and order
7256-90	07/02/90	Resolution of the City Council of the City of Garden Grove amending Resolution No. 6195-82 adopting the Council Rules of Procedure to establish further procedures for Council land use hearings
7105-89	03/06/89	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1982 edition) relating to City Council agenda format
6195-82	02/08/82	Resolution of the City Council of the City of Garden Grove adopting Manual of Procedure (1982 edition)
6153-81	09/08/81	Resolution of the City council of the city of Garden Grove amending Manual of Procedure, City Council meetings (1971 edition)
5659-78	10/17/78	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1971 edition)
5497-78	01/03/78	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1971 edition)
5290-77	04/04/77	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1971 edition)

4996-76	04/06/76	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1971 edition)
4974-76	02/24/76	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1971 edition)
4914-75	11/11/75	Resolution of the City Council of the City of Garden Grove amending the manual of Procedure (1971 edition)
4773-75	04/22/75	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1971 edition)
4443-73	07/03/73	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1971 edition)
4442-73	07/17/73	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1971 edition)
4353-73	04/16/73	Resolution of the City Council of the City of Garden Grove amending the Manual of Procedure (1971 edition)
4000-71	01/05/71	Resolution of the City Council of the City of Garden Grove adopting Manual of Procedure (1971 edition)
3543-68	08/06/68	Resolution of the City Council of the City of Garden Grove establishing City Council procedures
3114-66	03/01/66	Resolution of the City Council of the City of Garden Grove establishing procedure in connection with the re-use and destruction of tape recordings of City Council meetings

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Patricia Song
Dept.:	City Manager	Dept.:	Finance
Subject:	Review and acceptance of the Date: 11/15/2022 Automatic Pass-Through Water Rate Adjustment. (<i>Action Item</i>)		

OBJECTIVE

To request that the City Council review the automatic pass-through adjustment calculation for increased wholesale water delivery charges, effective January 1, 2023.

BACKGROUND

The City's Water Enterprise Fund pays for wholesale water purchases from the Metropolitan Water District of Southern California (MET), the Municipal Water District of Orange County (MWDOC), and Orange County Water District (OCWD). The City also pays a replenishment assessment to OCWD for its groundwater supply.

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

Allowing cost increases in wholesale water purchases to be passed through to the rate payers allows the City to recoup the cost for water delivery and meet the covenant requirements imposed by the outstanding water bonds.

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

DISCUSSION

MET, MWDOC and OCWD have adopted their rate and fee adjustments for FY 2022-

23. As a result, and in accordance with Ordinance 2890, the City will pass the increase in wholesale water purchase to its water customers.

Below is a calculation on the Commodity Delivery Charge rate change. All data used in the calculation are derived from a recent study performed by FG Solutions, including water supply estimates and cost estimates for both groundwater and imported water. Increase in imported water due to the PFAS/PFOA regulation is not part of this pass-through cost increase.

Water Commodity Delivery Charge Pass-Through Adjustment Calculation Fiscal Year 2022-23 For Rates Effective January 1, 2023		
	Base Year FY2018-19	FY22-23
Total Acre-Feet (AF) of Imported Water	3,455	5,017
Total Acre-Feet (AF) of Ground Water	18,887	17,064
Total Wholesale Water (AF)	22,342	22,081 (A)
Ground Water Cost (including Replenishment Assessment)	\$ 8,695,319	\$ 9,521,612
MWD Imported Water Cost	4,390,719	7,211,908
Total Wholesale Water Cost	\$ 13,086,038	\$ 16,733,520 (B)
Cost per AF	\$ 585.71	\$ 757.85 (C)=(B)/(A)
Cost per CCF (1 AF = 435.60 CCF)	\$ 1.34	\$ 1.74 (C)/435.60
	(a)	(b)
Increase from Base Year (pass-through)		\$ 0.40 (D) (b)-(a)
Commodity Delivery Charge for FY2022-23 per Ordinance No. 2890:		
Tier 1		\$ 2.86 (E)
Tier 2		\$ 4.40 (F)
Adjusted Commodity Delivery Charge Effective January 1, 2023:		
Tier 1		\$ 3.26 (E)+(D)
Tier 2		\$ 4.80 (F)+(D)

Calculation provided by FG Solutions

Based on the above calculation, the Commodity Delivery Charge will increase by \$0.40 per billing unit, or 100 cubic feet, in Fiscal Year 2022-23 from the base rate established on March 27, 2018 for Commodity Delivery Charge. The adjustment reflects the actual cost increase of wholesale water the City has to incur to continue to provide water to its residents. The City is authorized to automatically adjust the Commodity Delivery Charge component based upon actual increases incurred by the City for acquiring groundwater and imported water.

Comparing to the current commodity delivery charge, the increase is \$0.10 per CCF for both Tier 1 and Tier residential customers as shown in the table below:

Bimonthly Commodity Delivery Charge (\$ per CCF)				
	Current Rate		Effective Jan. 1, 2023	Increase
Tier 1	\$	3.16	\$ 3.26	\$ 0.10
Tier 2		4.70	4.80	0.10

With this adjustment, the average residential customer's water bill will increase by approximately \$1.50 per month (assuming a 5/8 x 3/4-inch meter and 30 CCF of water use), or \$3.00 on each bi-monthly bill. The new rate will take effect on January 1, 2023.

Notice of Change in Water Commodity Delivery Charges will be mailed to all City water customers on or before November 23, 2022.

FINANCIAL IMPACT

The proposed water commodity rate increase has no impact to the General Fund. The rate change is a pass-through adjustment to offset increase from wholesale suppliers from which the City acquires its water supply. To reduce cost impact to our customers, when calculating the pass-through cost increase, additional cost to comply with State's regulation on Perfluorooctanoic acid (PFOA) and Perfluorooctanesulfonic acid (PFOS) notification level was not included.

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

RECOMMENDATION

It is recommended that the City Council:

- Review and accept the Water Commodity Adjustment Calculation of the automatic pass-through adjustment to the Commodity Delivery Charges effective January 1, 2023.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment 1 - 30-Day Notice	10/27/2022	Exhibit	30-DayNotice.pdf
Attachment 2 - Calculation on Adjustment	10/27/2022	Exhibit	Final_FY22-23_Water_Commodity_Rate_Adjustment_102722_FG_Solutions.pdf

November 21, 2022

Subject: Notice of Change in Water Commodity Delivery Charges

Dear Water Customer:

The City of Garden Grove is committed to providing over 34,000 customers with a reliable, high quality and cost efficient water service that protects public health, provides fire protection and creates opportunities for economic growth within the community. We value customer service first and foremost by keeping our customers well-informed.

To fully serve our customers, the City must purchase water from wholesale providers including Metropolitan Water District of Southern California (MET) and Municipal Water District of Orange County (MWDOC). We are also required to pay a replenishment assessment fee to Orange County Water District (OCWD). These wholesale providers and OCWD have adopted their rate and fee adjustments for FY 2022-23.

The City needs to pass through wholesale water rate and assessment fee increases to generate sufficient funds required to maintain and operate the City's water system, repay bonded indebtedness, and comply with regulations imposed by State and Federal agencies. Therefore, in 2018, pursuant to Government Code section 53756, the Garden Grove City Council adopted an ordinance providing for automatic adjustment to the water commodity delivery charges to offset changes in wholesale water rates and replenishment assessment.

City water rates for metered service include three components: (1) a minimum service charge based on meter size; (2) a capital recovery charge based on meter size; and (3) a commodity delivery charge based on water usage. This adjustment applies only to the commodity delivery charge.

Based on the calculations, the commodity delivery charge will increase by \$0.10 per billing unit for both Tier 1 and Tier 2 customers in FY 2022-23 comparing to the current rates. The commodity delivery charge for Tier 1 will increase from \$3.16 per one hundred cubic feet ("HCF") to \$3.26 per HCF, and for Tier 2 it will be from \$4.70 per HCF to \$4.80 per HCF. With this adjustment, the average residential customer's water bill will increase by approximately \$1.50 per month (assuming a 5/8 x 3/4-inch meter and 30 HCF of water usage), or \$3.00 on each bi-monthly bill. Actual increase will be based on usage. The new rates will take effect on January 1, 2023.

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

Table 1
City of Garden Grove - Water Division
Projected FY 22/23 Imported Water and Recharge Assessment Costs

Line No	Description	Actual FY 18/19	Used in Previous Pass Thru Calcs			Estimated FY 22/23	Notes
			FY 19/20	FY 20/21	FY 21/22		
1	Water Supply						
2	Supply Allocation, AF	22,341	23,000	23,000	21,947	22,081	1
3	Percent % Groundwater	85%	77%	75%	75%	77%	1
4	Percent % Purchased	15%	23%	25%	25%	23%	1
5	Groundwater Production, AF	18,887	17,710	17,250	16,460	17,064	1
6	Purchased Water, AF	3,455	5,290	5,750	5,487	5,017	1
7							
8							
9	Water Supply Unit Costs						
10	MWD Imported Water Charge, \$/AF	\$1,050.00	\$1,078.00	\$1,104.00	\$1,143.00	\$1,209.00	2
11	Replenishment Assessment: Pumped Water, \$/AF	\$462.00	\$487.00	\$487.00	\$507.00	\$558.00	3
12	Basin Equity Assessment	\$747,696					
13							
14	MWD Imported Water Costs						
15	Calculated MWD Imported Water Charge, \$	\$3,627,225	\$5,702,620	\$6,348,000	\$6,271,263	\$6,065,017	4
16	MWD Readiness to Serve Charge	\$260,477	\$278,040	\$300,868	\$433,229	\$499,167	5
17	MWD Capacity Charge	\$91,025	\$118,848	\$178,135	\$236,147	\$202,765	6
18	MWD Choice Programs				\$16,041	\$28,734	7
19	MWD Connection Charge	\$411,992	\$417,310	\$410,579	\$443,118	\$468,834	8
20	# of Connections		33,654	33,654	34,086	34,097	9
21	MWDOC Retail Meter Charge		\$12.40	\$12.20	\$13.00	\$13.75	8
22	One-Time MWD Connection Charge Credit					(\$52,608)	10
23	Subtotal, MWD Imported Water Costs	\$4,390,719	\$6,516,818	\$7,237,582	\$7,399,798	\$7,211,908	
24							
25	Subtotal, Groundwater Costs, Including Replenishment Assessment	\$8,695,319	\$8,624,770	\$8,400,750	\$8,345,224	\$9,521,612	11

Table 1
City of Garden Grove - Water Division
Projected FY 22/23 Imported Water and Recharge Assessment Costs

Table 1 Notes:

- (1) Values for FY 22/23 were provided by City staff on 10/17/22. FY 22/23 Basin Production Percentage (BPP) set by Orange County Water District (4/20/22 Budget Overview, page 1) to be 77%. The 77% value is noted in this table as Percent Groundwater.
- (2) For current and past years, Metropolitan Water District (MWD) Imported Water Charge is documented in ordinances adopted by the Municipal Water District of Orange County (MWDOC). For FY 22/23, the Imported Water Charge is the MWD Tier 1 Treated Rate shown in the MWD Ten-Year Financial Forecast. The MWD Ten-Year Financial Forecast is contained in the MWD 2022/23 and 2023/24 Biennial Budget, page 221. MWD's rates are effective for each calendar year. The FY 22/23 rate shown in this table is the MWD Tier 1 Treated Rate for Calendar Year 2023. The Calendar Year 2023 Tier 1 Rate is also documented in MWDOC Resolution 2126, page 4
- (3) Source of FY 22/23 Replenishment Assessment: April 20, 2022 Orange County Water District Budget Overview (page 2), received 9/28/22 from City staff.
- (4) Equals the MWD Imported Water Charge (\$/AF) times the amount imported water in units of acre-feet.
- (5) Source of FY 22/23 Readiness to Serve Charge: MWDOC Resolution 2126, Exhibit A.
- (6) MWD Capacity Charges are assessed to MWDOC based on the peak day delivery between 5/1 and 9/30 over the three preceding years, and allocated by MWDOC to its member agencies. CY 2023 cost per 4/20/22 MWDOC Ordinance 2126, Exhibit B, which is used in this table for FY 22/23.
- (7) MWD Choice Programs include Water Use Efficiency and School Education programs. FY 22/23 cost per MWDOC Resolution 2126, Exhibit C.
- (8) FY 22/23 Source: MWDOC Invoice, dated 7/7/22, received from City staff on 10/17/22. The Connection Charge equals the number of connections times the MWDOC Retail Meter Charge.
- (9) Number of connections for FY 22/23 is from City staff, 10/17/22.
- (10) The FY 22/23 Connection Charge includes a non-recurring "Tier 2 Reserve Fund Credit" of \$52,608.19.
- (11) Equals the Replenishment Assessment (\$/AF) times the amount of groundwater production in units of acre-feet.

Table 2
City of Garden Grove - Water Division
Calculation of FY 22/23 Water Commodity Rate Adjustment (Effective 1/1/23)

Line No	DESCRIPTION	Actual	Used in Previous Pass Thru Calcs			Estimated
		FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
1	Total AF/Year Imported	3,455	5,290	5,750	5,487	5,017
2	Total AF/Year Groundwater	18,887	17,710	17,250	16,460	17,064
3						
4	Groundwater: Annual Costs and Costs per Acre-Foot					
5	Groundwater Costs (Including Recharge Assessment and Basin Equity Assessment)	\$8,695,319	\$8,624,770	\$8,400,750	\$8,345,224	\$9,521,612
6	\$/AF	\$460.40	\$487.00	\$487.00	\$507.00	\$558.00
7						
8	MWD Imported Water: Annual Costs and Costs per Acre-Foot					
9	MWD Imported Water Cost	\$4,390,719	\$6,516,818	\$7,237,582	\$7,399,798	\$7,211,908
10	\$/AF	\$1,271.01	\$1,231.91	\$1,258.71	\$1,348.69	\$1,437.62
11						
12	Water Commodity Rate Adjustment Calculation, Merged MWD and Groundwater					
13	MWD and Groundwater Costs	\$13,086,038	\$15,141,588	\$15,638,332	\$15,745,022	\$16,733,521
14	\$/AF	\$585.74	\$658.33	\$679.93	\$717.42	\$757.85
15	Change from FY 18/19					
16	\$/AF		\$72.6	\$94.2	\$131.7	\$172.1
17	\$/ccf		\$0.17	\$0.22	\$0.30	\$0.40
18						
19	Water Commodity Rate Adjustment:					
20	Change from FY 18/19		\$0.17	\$0.22	\$0.30	\$0.40
21	Change from FY 21/22					\$0.10
22						
23	Water Commodity Delivery Charge: CY 2021, CY 2022, and CY 2023			CY 2021	CY 2022	CY 2023
24	Tier 1					
25	Unadjusted (Ordinance 2890)			\$2.89	\$2.86	\$2.86
26	Water Commodity Rate Adjustment			\$0.22	\$0.30	\$0.40
27	Adjusted			\$3.11	\$3.16	\$3.26
28	Tier 2					
29	Unadjusted (Ordinance 2890)			\$4.28	\$4.40	\$4.40
30	Water Commodity Rate Adjustment			\$0.22	\$0.30	\$0.40
31	Adjusted			\$4.50	\$4.70	\$4.80

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Acceptance of Project CP1285000 - Alwood Avenue - Anthony Avenue Water Improvement Project as complete. (<i>Action Item</i>)	Date:	11/15/2022

OBJECTIVE

For the Garden Grove City Council to accept Project CP1285000, Alwood Avenue – Anthony Avenue Water Improvement Project as complete, and authorize the City Manager to execute the Notice of Completion of Public Improvements and Work.

BACKGROUND

The 2020 Water Master Plan identified the Alwood Avenue – Anthony Avenue Water Improvement Project as high priority due to fire flow deficiencies. The construction of 4,200 linear feet of 8 and 12 inch diameter pipe will relieve fire flow capacity deficiencies in the areas along Alwood Avenue from Gilbert Street to end of street, Anthony Avenue from Josephine Street to Magnolia Street and Acacia Avenue from Josephine Street to Magnolia Street. System improvements also included new fire hydrant assemblies, 112 water meters and service laterals and valves.

DISCUSSION

The contractor, All Cities Engineering, Inc., has completed this project in accordance with the plans, specifications and other contract documents.

FINANCIAL IMPACT

The project was funded with Water Funds and was completed within budget and on schedule. The retention payment will be released after recordation of the Notice of Completion with the County of Orange.

RECOMMENDATION

It is recommended that the City Council:

- Accept Project CP1285000 – Alwood Avenue - Anthony Avenue Water Improvement

Project as complete, and authorize the City Manager to execute the Notice of Completion of Public Improvement and Work; and

- Authorize the Finance Director to release the retention payment when appropriate to do so.

By: Jessica Polidori, Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Notice of Completion	11/2/2022	Notice	NOC_PROJ_NO.1285000.pdf

RECORDING REQUESTED BY

When Recorded Mail To:

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

**NOTICE OF COMPLETION
OF PUBLIC IMPROVEMENT AND WORK**

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

PROJECT NO. 1285000
ALWOOD AVE. – ANTHONY AVE. WATER IMPROVEMENT PROJECT

to be constructed upon the property hereinafter described. The contract for furnishing of all plant, labor, services, materials, and equipment, and all utilities and transportation, including power, fuel, and water, and performing all work necessary to construct and complete, in a good and workmanlike manner in strict accordance with the specifications, plans, and drawings therefore on file in the office of the City Clerk of the Garden Grove Sanitary District/City of Garden Grove, for the construction, installation and completion of the above-described public improvement and work, was heretofore made and entered into with ALL CITIES ENGINEERING, INC. on the 22nd day of February 2022, and filed for record in the office of the City Clerk of the City of Garden Grove; that the work upon said public improvement has been completed, and that the City Engineer has notified the City Council that he has made and completed a final inspection of the materials furnished and installed and the work performed in the construction, installation, and completion of said public improvement hereinabove more particularly described and set forth, and has certified in writing to the City Council that all the provisions of the contract and contract documents for the furnishing of all plant, labor, services, materials, and equipment, and the performing of all work necessary for the construction, installation, and completion of said public improvement above described have been fully complied with to his satisfaction as required by the contract document; that final acceptance of the construction, installation, and completion of said public improvement above described was made on the 15th day of November 2022; that the nature of the title to said property of said City Council is as follows: That is to say, it owns said public improvement in fee except the right-of-way upon which it is constructed, and that it owns an easement upon, over, and along said right-of-way for the purpose of the construction, installation, and completion of said public improvement hereinabove described and the use thereof after said completion; that the property hereinabove referred to and on which said public improvement is situated is described as follows, to wit:

PROJECT NO. 1285000
ALWOOD AVE. – ANTHONY AVE. WATER IMPROVEMENT PROJECT

NOTICE OF COMPLETION
PROJECT NO 1285000 – ALWOOD AVE. – ANTHONY AVE. WATER IMPROVEMENT PROJECT
PROJECT AS COMPLETE
November 15, 2022
Page 2 of 2

NAME OF SURETY on Labor and Material Bond is: Nationwide Mutual Insurance Company
500 N. Brand Blvd. #2000
Glendale, CA 91203
Tel No. (818) 398-6099

DATED this _____ day of _____ 20 ____

GARDEN GROVE CITY COUNCIL

By _____
City Manager of the Garden Grove
City Council

ATTEST:

Secretary of Garden Grove City Council

STATE OF CALIFORNIA
COUNTY OF ORANGE

I am the Public Works Director of the City of Garden Grove.

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

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

Executed on _____ at Garden Grove, California
(Date) (Place)



William E. Murray, P. E.
Public Works Director

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Acceptance of Project No. 01-2022 - Willowick Golf Course Storage Structure Demolition as complete. (<i>Action Item</i>)	Date:	11/15/2022

OBJECTIVE

For City Council to accept Project No. 01-2022, Willowick Golf Course Storage Structure Demolition Project, as complete and authorize City Manager to execute the Notice of Completion of Public Improvement and Work.

BACKGROUND

On August 19, 2022, a construction contract was awarded to Resource Environmental, Inc., in the amount of \$34,999.99 to demolish and dispose of a free-standing structure, approximately 2,000 square feet in size that was formerly a storage structure. In addition, the work included the demolition and disposal of the wood, chain link, and concrete block wall fencing; obtaining a demolition permit; notifying South Coast AQMD; site prep and staging, utility coordination and abandonment; asbestos abatement and post inspection, dust control, notifications, labor, materials, tools, equipment, transportation, mobilization, de-mobilization, and services and coordination required to complete all components and specifications associated with this demolition project located at 3001 West 5th Street.

DISCUSSION

The contractor, Resource Environmental Inc., has completed the demolition work in accordance with the plans, specifications, contract, and other related documents.

FINANCIAL IMPACT

There is no impact to the General Fund. The Project was completed within the budget indicated in the contract.

RECOMMENDATION

It is recommended that the City Council:

- Accept the Willowick Golf Course Storage Structure Demolition Project No. 01-2022 as complete;
- Authorize the City Manager to execute the Notice of Completion of Public Works Improvements and Work, and
- Authorize the Finance Director to release the retention payment when appropriate to do so.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Notice of Completion	11/9/2022	Notice	City_of_Garden_Grove_- _Resource_Environmental__Inc_- _Notice_of_Completion_- _November_15__2022.doc

RECORDING REQUESTED BY

When Recorded Mail To:

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

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

NOTICE OF COMPLETION
OF DEMOLITION PROJECT

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

PROJECT NO. 01-2022

Willowick Golf Course Storage Structure Demolition Project No. 01-2022

Notice is hereby given by the undersigned that the Willowick Golf Course Storage Structure Demolition Project No. 01-2022 has been completed. The contract for furnishing of all labor, services, materials, equipment, transportation, and for performing all work necessary to abate, demolish, remove, and complete, in a good and workmanlike manner in strict accordance with the specifications and drawings therefore on file in the office of the City Clerk of the City of Garden Grove, for the abatement, demolition, removal, and completion of the above-described demolition project, was heretofore made and entered into with Resource Environmental, Inc., on the 19th day of August, 2022, and filed for record in the office of the City Clerk of the City of Garden Grove; that the work upon said abatement, demolition, and removal has been completed, and that the City Staff has notified the City Council that City Staff has made and completed a final inspection of the materials furnished and the work performed in the abatement, demolition, removal, and completion of said public improvement hereinabove more particularly described and set forth, and has certified in writing to the City Council that all the provisions of the contract and contract documents for the furnishing of all labor, services, materials, and equipment, and the performing of all work necessary for the abatement, demolition, removal, and completion of said demolition project above described have been fully complied with to City Staff satisfaction as required by the contract document; that final acceptance of the abatement, demolition, removal, and completion of said demolition project above described was made on the 15th day of November 2022 that the nature of the title to said property of said City of Garden Grove is as follows: That is to say, it owns said improvement in fee of said demolition hereinabove described and the use thereof after said completion; that the property hereinabove referred to and on which said demolition is situated is described as follows, to wit:

PROJECT NO. 01-2022

Willowick Golf Course Storage Structure Demolition Project No. 01-2022

NAME OF SURETY on Labor and Material Bond is: UNITED STATES FIRE INSURANCE COMPANY
ATTENTION: REBECCA HAAS-BATES
1100 WEST TOWN AND COUNTY ROAD
ORANGE, CA 92868
Tel. No. (949) 679-7116

DATED this _____ day of _____ 20 ____

CITY OF GARDEN GROVE

By _____
Scott C. Stiles
City Manager

ATTEST:

By _____
Teresa Pomeroy
City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I am the City's Assistant City Manager/ Community and Economic Development Director.

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

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

Executed on November 15, 2022 at Garden Grove, California
(Date) (Place)

Lisa L. Kim
Assistant City Manager
Community and Economic
Development Director

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of Phase II Final Tract Map No. TR-17702 and a Subdivision Improvement Agreement with New Age Brookhurst, LLC and Pan Construction, Inc., for the Property Located at the Northwest Corner of Garden Grove Boulevard and Brookhurst Street (<i>Action Item</i>)		
		Date:	11/15/2022

OBJECTIVE

To receive City Council approval of Phase II Final Tract Map No. TR-17702 and a Subdivision Improvement Agreement with New Age Brookhurst, LLC, and Pan Construction, Inc. for the property located at the northwest corner of Garden Grove Boulevard and Brookhurst Street.

BACKGROUND

On March 6, 2014, pursuant to Planning Commission Resolution No. 5809-14 (attached), the applicant, New Age Brookhurst, LLC, received approval of Tentative Tract Map No. TT-17702.

DISCUSSION

The Phase II Tract Map No. TR-17702 is a subdivision of six (6) numbered parcels and twelve (12) lettered lots located at the northwest corner of Garden Grove Boulevard and Brookhurst Street. The applicant is proposing to develop twelve letter lots, a 10.134-gross acre site, with common areas for landscaping, parking, recreation purposes, common area for private streets, drainage and utilities, and to construct condominium units of residential development on individual lots. An easement for a domestic water system and appurtenances has also been dedicated.

Pursuant to State Law, a subdivision improvement agreement and security are required when public improvements have not been completed. The Subdivision

Improvement Agreement requires the posting of Subdivision Improvement Bonds (or a cash deposit or instrument of credit in lieu of bonds) to ensure completion of the improvement of street, sewer, water, drainage, related onsite improvements, and survey monumentation. The required security must be provided to and approved by the City prior to, or concurrently with, the earlier to occur of (i) the issuance of a grading permit, or (ii) close of escrow for New Age Brookhurst's purchase of the property subject to the Phase II Final Tract Map No. TR-17702 the Phase II Final Map to Subdivider from the Successor Agency to the Garden Grove Agency for Community Development.

Staff has found the map to be in compliance after reviewing, all the subdivision documentation mandated by City ordinances and the Subdivision Map Act.

FINANCIAL IMPACT

There is no financial impact to the City.

RECOMMENDATION

It is recommended that the City Council:

- Approve Phase II Final Tract Map No. TR-17702 and the Subdivision Improvement Agreement with New Age Brookhurst, LLC and Pan Construction, Inc., for the property located 227 feet southeast from the center line intersection of Stanford Avenue and Brookhurst Way; and
- Authorize the City Manager to execute the Subdivision Improvement Agreement on behalf of the City, and make minor modifications as appropriate and to accept the bonds, cash deposit, and/or instrument(s) of credit required to be provided pursuant to the Agreement.

By: Kamyar Dibaj, Project Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Tract Map 17702	11/9/2022	Backup Material	Tract_No._17702.pdf
Subdivision Agreement	11/9/2022	Agreement	Brookhurst_Triangle_Subdivision_Improvement_Agreement-Phase_II.pdf
Bonds	11/9/2022	Backup Material	Bonds.pdf
Planning Resolution	11/9/2022	Backup Material	Planning_Resolution.pdf

SHEET 1 OF 9
SIX NUMBERED LOTS
TWELVE LETTERED LOTS
11.467 ACRES GROSS
10.134 ACRES NET
DATE OF SURVEY: JANUARY 2014 & JULY 2021
FINAL UNIT OF TENTATIVE
TRACT NO. 17702

TRACT NO. 17702
IN THE CITY OF GARDEN GROVE,
COUNTY OF ORANGE, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

BEING A SUBDIVISION OF PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST
QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN RANCHO LAS
BOLSAS AS SHOWN ON A MAP FILED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS,
IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY.

AARON P. TILLMANN L.S. 9584 CANNON
JANUARY 2014 & JULY 2021

ACCEPTED AND FILED AT THE
REQUEST OF

FIRST AMERICAN TITLE COMPANY

DATE

TIME FEE \$

INSTRUMENT NO.

BOOK PAGE

HUGH NGUYEN
COUNTY CLERK-RECORDER

BY
DEPUTY

EXEMPT FROM RECORDING FEES
PER SECTION 27383 OF THE GOVERNMENT CODE

OWNERSHIP CERTIFICATE:

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

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC STREET AND
PUBLIC UTILITY PURPOSES: LOT I - BROOKHURST WAY, LOT J - BROOKHURST STREET,
LOT K - GARDEN GROVE BOULEVARD AND LOT L - BROOKHURST STREET.

WE ALSO HEREBY DEDICATE TO THE CITY OF GARDEN GROVE, A BLANKET EASEMENT FOR
WATER SYSTEMS AND ITS APPURTENANCES OVER LOT B, AS SHOWN ON SAID MAP.

WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF GARDEN GROVE ALL RIGHTS
TO UNDERGROUND WATER WITHOUT THE RIGHT OF SURFACE ENTRY.

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

WE ALSO HEREBY GRANT TO THE CITY OF GARDEN GROVE UNRESTRICTED ACCESS OVER,
UNDER AND THROUGH THE PROJECT TO INSPECT AND ACCESS ALL WATER QUALITY
DEVICES AND STRUCTURES FOR MONITORING, INSPECTION AND REPORTING PURPOSES.

WE HEREBY RESERVE A RECIPROCAL EASEMENT FOR INGRESS AND EGRESS AND UTILITY
PURPOSES OVER LOTS 1 AND 2 IN FAVOR OF LOT 1 AND LOT 2, AS SHOWN ON SAID
MAP.

WE HEREBY RESERVE AN EASEMENT FOR UTILITY PURPOSES OVER LOT A IN FAVOR OF
LOT 3, AS SHOWN ON SAID MAP.

WE HEREBY RESERVE AN EASEMENT FOR DRAINAGE PURPOSES OVER LOTS A AND B IN
FAVOR OF LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, AND LOT 6, AS SHOWN ON SAID MAP.

WE HEREBY RESERVE AN EASEMENT FOR DRAINAGE PURPOSES OVER LOT A IN FAVOR OF
LOT 1, LOT 2, LOT 3, AND LOT B, AS SHOWN ON SAID MAP.

WE HEREBY RESERVE AN EASEMENT FOR DRAINAGE PURPOSES OVER LOT 2 IN FAVOR OF
LOT 1, AS SHOWN ON SAID MAP.

WE HEREBY RESERVE AN EASEMENT FOR DRAINAGE PURPOSES OVER LOT 6 AND LOT H
IN FAVOR OF LOT 1, LOT 2 AND LOT 3, AS SHOWN ON SAID MAP.

WE HEREBY DEDICATE TO THE CITY OF GARDEN GROVE, AN EASEMENT FOR EMERGENCY
VEHICLE ACCESS PURPOSES, AS SHOWN ON SAID MAP AS LOT B.

GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT A PUBLIC BODY CORPORATE AND
POLITIC, OWNER.

BY: Scott C. Stiles
PRINT NAME: Scott C. Stiles
TITLE: EXEC. DIRECTOR

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE
IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS
ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF Orange } SS
ON October 25, 2022, BEFORE ME Timothy Eugene Throne
A NOTARY PUBLIC, PERSONALLY APPEARED Scott Charles Stiles

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED
TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED
CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED
THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND COMMISSION NO. 2318058
SIGNATURE Timothy Eugene Throne COMMISSION EXPIRES 1/7/24

PRINT NAME Timothy Eugene Throne
MY PRINCIPAL PLACE OF BUSINESS IS IN Orange COUNTY

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY
IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE
AT THE REQUEST OF NEW AGE BROOKHURST, LLC. ON JANUARY 4, 2014. I HEREBY STATE THAT
ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY
WILL BE SET IN SUCH POSITIONS 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS; AND THAT SAID
MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT
THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

Aaron P. Tillmann 10-25-2022
AARON P. TILLMANN
L.S. NO. 9584



COUNTY SURVEYOR'S STATEMENT:

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

DATED THIS _____ DAY OF _____, 2022

KEVIN R. HILLS, COUNTY SURVEYOR
L.S. 6617

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

CITY ENGINEER'S STATEMENT:

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

DATED THIS 28th DAY OF Oct, 2022
Daniel J. Candelaria 10/28/22
DANIEL J. CANDELARIA
CITY ENGINEER CITY OF GARDEN GROVE
R.C.E. NO. 52125



CITY CLERK'S CERTIFICATE

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

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL
OF THE CITY OF GARDEN GROVE AT A REGULAR MEETING THEREOF HELD ON _____ DAY
OF _____, 2022 AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY
PASSED AND ENTERED, APPROVE SAID MAP AND DID ACCEPT ON BEHALF OF THE PUBLIC,
SUBJECT TO IMPROVEMENTS; THE DEDICATION IN FEE FOR STREET PURPOSES OF:
BROOKHURST STREET, BROOKHURST WAY & GARDEN GROVE BOULEVARD.

AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF GARDEN GROVE:
1. THE BLANKET EASEMENT FOR WATER SYSTEM AND ITS APPURTENANCES ACROSS LOT B
AS DEDICATED ON SAID MAP.
2. THE UNDERGROUND WATER RIGHTS AS RELEASED AND RELINQUISHED.
3. THE VEHICULAR ACCESS RIGHTS TO BROOKHURST WAY, BROOKHURST STREET &
GARDEN GROVE BOULEVARD AS RELEASED AND RELINQUISHED.
4. THE UNRESTRICTED ACCESS OVER, UNDER AND THROUGH THE PROJECT TO INSPECT
AND ACCESS ALL WATER QUALITY DEVICES AND STRUCTURES FOR MONITORING,
INSPECTION AND REPORTING PURPOSES.
5. THE EMERGENCY VEHICLE ACCESS AS DEDICATED.

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

DATED THIS _____ DAY OF _____, 2022

TERESA POMEROY
CITY CLERK OF THE CITY OF GARDEN GROVE

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE:

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

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

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

DATED THIS _____ DAY OF _____, 2022

SHARI L. FREIDENRICH
COUNTY TREASURER-TAX COLLECTOR

BY: _____
TREASURER-TAX COLLECTOR

SIGNATURE OMISSIONS - SEE SHEET 2

SHEET 2 OF 9
SIX NUMBERED LOTS
TWELVE LETTERED LOTS
11.467 ACRES GROSS
10.134 ACRES NET
DATE OF SURVEY: JANUARY 2014 & JULY 2021
FINAL UNIT OF TENTATIVE
TRACT NO. 17702

TRACT NO. 17702
IN THE CITY OF GARDEN GROVE,
COUNTY OF ORANGE, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

AARON P TILLMANNS

L.S. 9584

CANNON

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR ELECTRIC LINES, POLES AND INCIDENTAL PURPOSES, RECORDED JANUARY 6, 1953 IN BOOK 2433, PAGE 227 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES, RECORDED JULY 21, 1954 IN BOOK 2775, PAGE 190 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED AUGUST 10, 1955 IN BOOK 3170, PAGE 318 OF OFFICIAL RECORDS.

THE CITY OF GARDEN GROVE, SUCCESSOR IN INTEREST TO THE COUNTY OF ORANGE FOR STREET AND HIGHWAY AND INCIDENTAL PURPOSES, RECORDED MAY 7, 1956 IN BOOK 3501, PAGE 27 OF OFFICIAL RECORDS.

THE CITY OF GARDEN GROVE, HOLDER OF AN EASEMENT FOR STREET AND HIGHWAY PURPOSES, RECORDED DECEMBER 18, 1959 IN BOOK 5022, PAGE 34 OF OFFICIAL RECORDS.

THE CITY OF GARDEN GROVE, HOLDER OF AN EASEMENT FOR STREET AND HIGHWAY AND INCIDENTAL PURPOSES, RECORDED DECEMBER 30, 1959 IN BOOK 5037, PAGE 153 OF OFFICIAL RECORDS.

THE CITY OF GARDEN GROVE, HOLDER OF AN EASEMENT FOR STREET AND HIGHWAY AND INCIDENTAL PURPOSES, RECORDED JUNE 22, 1960 IN BOOK 5297, PAGE 468 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR UNDERGROUND LINES AND INCIDENTAL PURPOSES, RECORDED JULY 20, 1965 IN BOOK 7600, PAGE 389 OF OFFICIAL RECORDS.

THE CITY OF GARDEN GROVE, HOLDER OF EASEMENT RECORDED OCTOBER 24, 1968 IN BOOK 8766, PAGE, PAGE 500 OF OFFICIAL RECORDS.

THE CITY OF GARDEN GROVE, HOLDER OF AN EASEMENT FOR PUBLIC STREET AND HIGHWAY PURPOSES, PER DOCUMENT RECORDED JUNE 5, 1969 IN BOOK 8979, PAGE 779 OF OFFICIAL RECORDS.

THE CITY OF GARDEN GROVE, HOLDER OF AN EASEMENT FOR PUBLIC STREET AND HIGHWAY AND INCIDENTAL PURPOSES, RECORDED DECEMBER 5, 1969 IN BOOK 9156, PAGE 125 OF OFFICIAL RECORDS.

THE CITY OF GARDEN GROVE, HOLDER OF AN EASEMENT FOR PUBLIC STREET AND HIGHWAY AND INCIDENTAL PURPOSES, RECORDED DECEMBER 5, 1969 IN BOOK 9156, PAGE 129 OF OFFICIAL RECORDS.

THE CITY OF GARDEN GROVE, HOLDER OF AN EASEMENT FOR PUBLIC STREET AND HIGHWAY AND INCIDENTAL PURPOSES, RECORDED DECEMBER 5, 1969 IN BOOK 9156, PAGE 132 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 2, 1987 AS INSTRUMENT NO. 87-500501 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF EASEMENT RECORDED OCTOBER 26, 1994 AS INSTRUMENT NO. 94-630484 OF OFFICIAL RECORDS.

EASEMENTS

① AN EASEMENT FOR STREET AND HIGHWAY AND INCIDENTAL PURPOSES, RECORDED DECEMBER 18, 1959 IN BOOK 5022, PAGE 34 OF OFFICIAL RECORDS. IN FAVOR OF: THE CITY OF GARDEN GROVE. (PLOTTED HEREON)

② AN EASEMENT FOR PUBLIC STREET AND HIGHWAY AND INCIDENTAL PURPOSES, RECORDED DECEMBER 5, 1969 IN BOOK 9156, PAGE 132 OF OFFICIAL RECORDS. IN FAVOR OF: THE CITY OF GARDEN GROVE. (PLOTTED HEREON)

③ AN EASEMENT AND RIGHT OF WAY FOR STREET AND HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, RECORDED JUNE 22, 1960 IN BOOK 5297, PAGE 468 OF OFFICIAL RECORDS. IN FAVOR OF: THE CITY OF GARDEN GROVE. (PLOTTED HEREON)

④ AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 2, 1987 AS INSTRUMENT NO. 87-500501 OF OFFICIAL RECORDS, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION. A PARTIAL QUITCLAIM OF EASEMENT RECORDED JUNE 22, 2015 AS INSTRUMENT NO. 2015-323517 OF OFFICIAL RECORDS. (PLOTTED HEREON)

⑤ INTENTIONALLY DELETED

⑥ INTENTIONALLY DELETED

⑦ AN EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES, RECORDED JULY 21, 1954 IN BOOK 2775, PAGE 190 OF OFFICIAL RECORDS. IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION. (PLOTTED HEREON)

⑧ AN EASEMENT FOR STREET AND HIGHWAY AND INCIDENTAL PURPOSES, RECORDED MAY 7, 1956 IN BOOK 3501, PAGE 27 OF OFFICIAL RECORDS. IN FAVOR OF THE CITY OF GARDEN GROVE, SUCCESSOR IN INTEREST TO THE COUNTY OF ORANGE. (PLOTTED HEREON)

⑨ AN EASEMENT FOR STREET AND HIGHWAY AND INCIDENTAL PURPOSES, RECORDED DECEMBER 30, 1959 IN BOOK 5037, PAGE 153 OF OFFICIAL RECORDS. IN FAVOR OF: THE CITY OF GARDEN GROVE. (PLOTTED HEREON)

⑩ AN EASEMENT FOR UNDERGROUND LINES AND INCIDENTAL PURPOSES, RECORDED JULY 20, 1965 IN BOOK 7600, PAGE 389 OF OFFICIAL RECORDS. IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION. (PLOTTED HEREON)

⑪ AN EASEMENT FOR ELECTRICAL SUPPLY AND COMMUNICATION SYSTEMS AND INCIDENTAL PURPOSES, RECORDED OCTOBER 26, 1994 AS INSTRUMENT NO. 94-0630484 OF OFFICIAL RECORDS. IN FAVOR OF: SOUTHERN CALIFORNIA EDISON. (PLOTTED HEREON)

⑫ AN EASEMENT FOR PUBLIC STREET AND HIGHWAY AND INCIDENTAL PURPOSES, RECORDED OCTOBER 24, 1968 IN BOOK 8766, PAGE 500 OF OFFICIAL RECORDS. IN FAVOR OF: THE CITY OF GARDEN GROVE. (PLOTTED HEREON)

⑬ AN EASEMENT FOR PUBLIC STREET AND HIGHWAY AND INCIDENTAL PURPOSES, RECORDED DECEMBER 5, 1969 IN BOOK 9156, PAGE 125 OF OFFICIAL RECORDS. IN FAVOR OF: THE CITY OF GARDEN GROVE. (PLOTTED HEREON)

⑭ AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JANUARY 6, 1953 IN BOOK 2433, PAGE 227 OF OFFICIAL RECORDS. IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION. (PLOTTED HEREON)

⑮ AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED AUGUST 10, 1955 IN BOOK 3170, PAGE 318 OF OFFICIAL RECORDS. IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION. (PLOTTED HEREON)

⑯ INTENTIONALLY DELETED

⑰ AN EASEMENT FOR PUBLIC STREET AND HIGHWAY AND INCIDENTAL PURPOSES, RECORDED DECEMBER 5, 1969 IN BOOK 9156, PAGE 129 OF OFFICIAL RECORDS. IN FAVOR OF: THE CITY OF GARDEN GROVE. (PLOTTED HEREON)

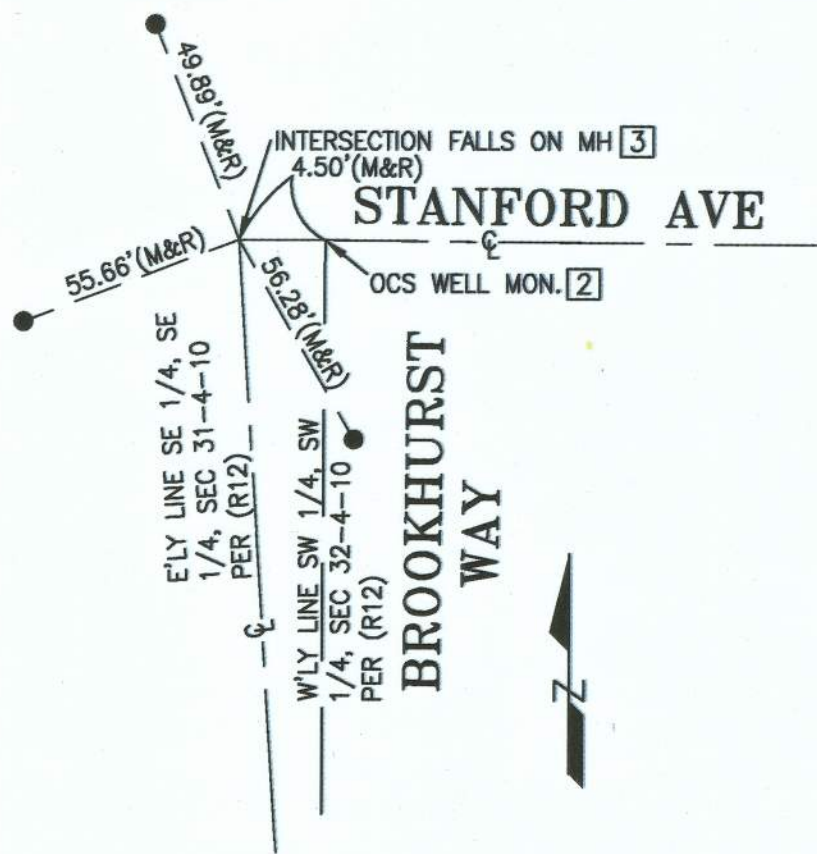
⑱ A BLANKET EASEMENT FOR WATER SYSTEMS AND ITS APPURTENANCES DEDICATED HEREON TO THE CITY OF GARDEN GROVE

⑲ LOT B - AN EASEMENT FOR EMERGENCY VEHICLE ACCESS PURPOSES DEDICATED HEREON TO THE CITY OF GARDEN GROVE.

⑳ INTENTIONALLY DELETED

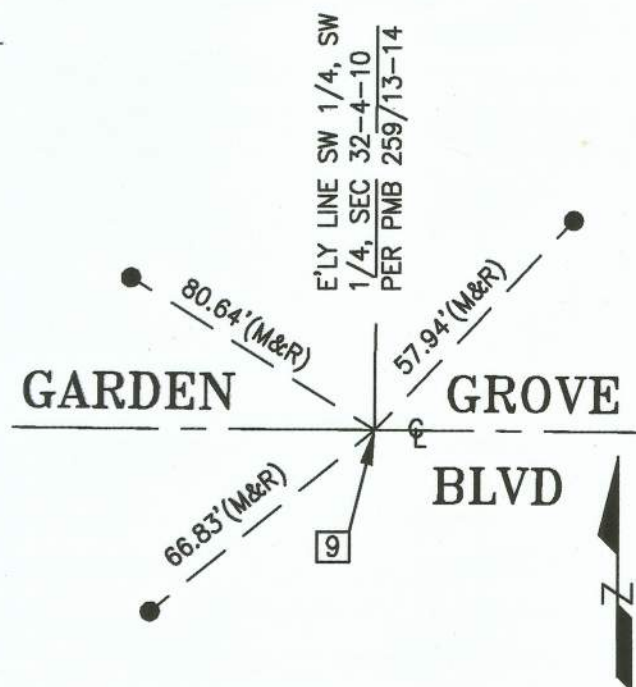
SURVEYOR'S NOTES

1. ALL WATER RIGHTS ARE RELEASED AND RELINQUISHED HEREON TO THE CITY OF GARDEN GROVE.
2. ALL VEHICULAR ACCESS RIGHTS TO BROOKHURST WAY, BROOKHURST STREET AND GARDEN GROVE BOULEVARD ARE RELEASED AND RELINQUISHED HEREON TO THE CITY OF GARDEN GROVE.



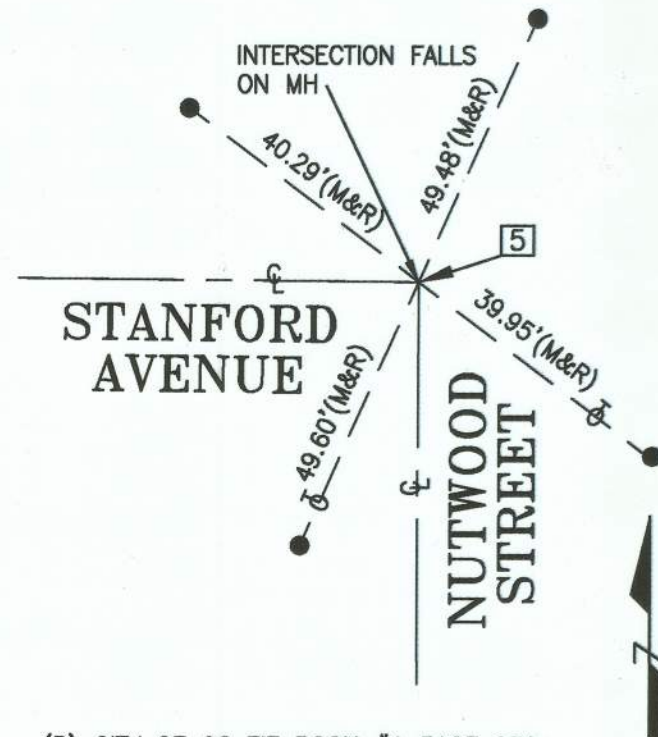
(R) CR 2008-2496
● FD L & TAG STAMPED "GG SURVEY RP" IN TC

DETAIL A
NO SCALE



(R) CR 2007-2310
● FD L & TAG STAMPED "LS 4743" IN TC

DETAIL B
NO SCALE



(R) CITY OF GG TIE BOOK #1 PAGE 92A
● FD L & TAG STAMPED "GG SURVEY RP" IN TC

DETAIL C
NO SCALE

SHEET 3 OF 9
SIX NUMBERED LOTS
TWELVE LETTERED LOTS
11.467 ACRES GROSS
10.134 ACRES NET
DATE OF SURVEY: JANUARY 2014 & JULY 2021
FINAL UNIT OF TENTATIVE
TRACT NO. 17702

TRACT NO. 17702
IN THE CITY OF GARDEN GROVE,
COUNTY OF ORANGE, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES
AARON P TILLMANNS L.S. 9584 CANNON
GPS CONTROL DIAGRAM

SECTION CORNER NOTE: (PER ORANGE COUNTY SURVEYOR)
[NOTE PER RECORD OF SURVEY 2014-1190 RSB 278/17-18]

IT IS OF THE OPINION OF THE ORANGE COUNTY SURVEYOR'S OFFICE THAT THE POSITION OF THE OCS WELL MONUMENT SET AT THE INTERSECTION OF STANFORD AVENUE AND BROOKHURST WAY, MARKS THE LOCATION OF THE "OLD STONE" DESCRIBED AS THE SE CORNER OF THE SE 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 31, T4S, R10W, RANCHO LOS BOLSAS ON THE MAP OF PETITE RANCH, FILED IN BOOK 8, PAGE 49 OF MISCELLANEOUS MAPS. THIS MONUMENT WAS SET IN 1957 PER ALIGNMENT NOTES A/4-10, PAGES 35-37 AND WE BELIEVE IT TO BE THE ORIGINAL COMMON SECTION CORNER BETWEEN THE SE CORNER OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 31 AND THE SW CORNER OF THE NW 1/4 OF THE SW 1/4 OF SECTION 32, T4S, R10W RANCHO LOS BOLSAS FOR DECADES. MAPS HAVE BEEN FILED THAT USE EITHER THE SEWER MANHOLE OR THE WELL MONUMENT AS THE SECTION CORNER AND THIS HAS CREATED THE AMBIGUITY THAT APPEARS TO HAVE ORIGINATED FROM THE 1934 OC SURVEY TIE NOTES, CSTB 108/6-10.

REFERENCES:

MAP OF PETITE RANCH, MM 8/49; CSTB 31/1-2; CSTB 108/6-10; RSB 6/3; CSTB 116/58-59; CSTB 151/46; CSTB 154/07; TRACT NO. 1505, MM 45/13; RSB 24/12; AND ALIGNMENT NOTES A/4-10/35-37.

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATION GPS NO. 3011 AND STATION GPS NO. 3031 BEING NORTH 45°19'17" EAST PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

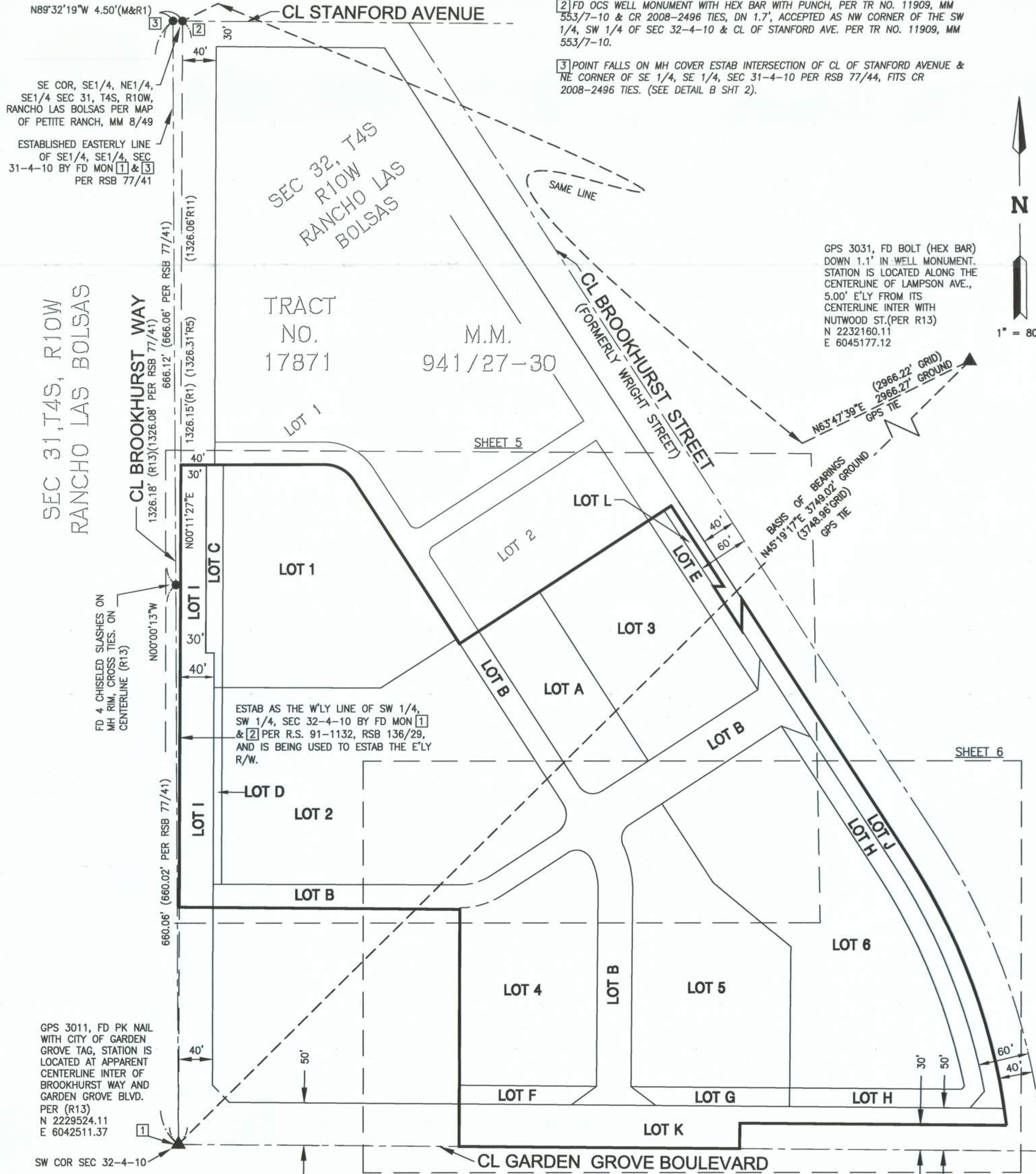
DATUM STATEMENT

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, 1983 NAD, (2007.00 EPOCH OCS GPS ADJUSTMENT).

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCE BY 0.99998356, A PROJECT SPECIFIC VALUE.

MONUMENT NOTES

- [1] FD PK NAIL WITH CITY OF GARDEN GROVE TAG, PER RSB 136/29 & DATA SHEET FOR ORANGE COUNTY GPS #3011, FLUSH, ACCEPTED AS SW CORNER SEC 32-4-10 & CL INTERSECTION GARDEN GROVE BLVD. AND BROOKHURST WAY PER RSB 136/29.
- [2] FD OCS WELL MONUMENT WITH HEX BAR WITH PUNCH, PER TR NO. 11909, MM 553/7-10 & CR 2008-2496 TIES, DN 1.7', ACCEPTED AS NW CORNER OF THE SW 1/4, SW 1/4 OF SEC 32-4-10 & CL OF STANFORD AVE. PER TR NO. 11909, MM 553/7-10.
- [3] POINT FALLS ON MH COVER ESTAB INTERSECTION OF CL OF STANFORD AVENUE & NE CORNER OF SE 1/4, SE 1/4, SEC 31-4-10 PER RSB 77/44, FITS CR 2008-2496 TIES. (SEE DETAIL B SHT 2).



SHEET 4 OF 9
SIX NUMBERED LOTS
TWELVE LETTERED LOTS
11.467 ACRES GROSS
10.134 ACRES NET
DATE OF SURVEY: JANUARY 2014 & JULY 2021
FINAL UNIT OF TENTATIVE
TRACT NO. 17702

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IN THE CITY OF GARDEN GROVE,
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FOR CONDOMINIUM PURPOSES

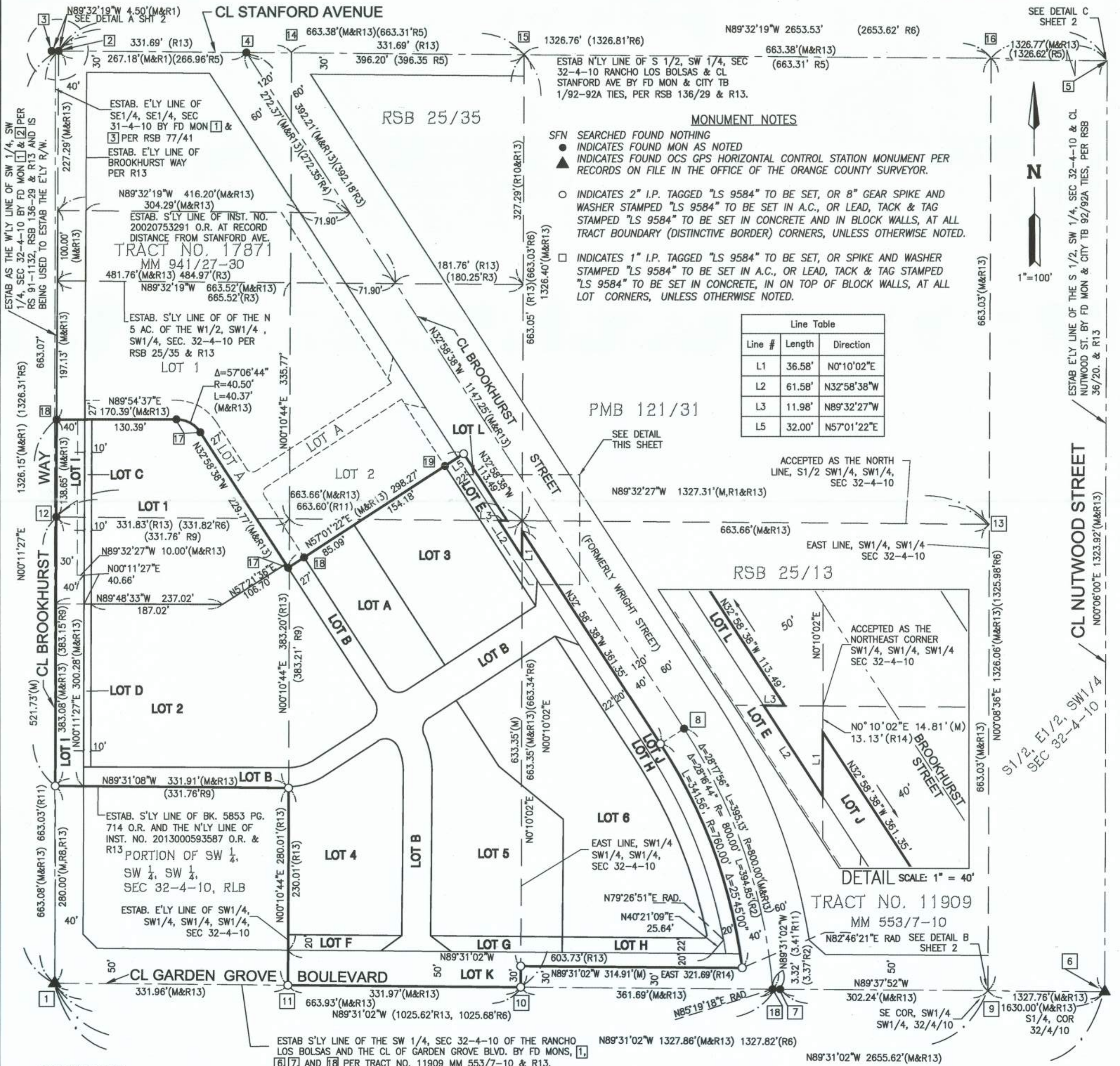
AARON P. TILLMANNS L.S. 9584 CANNON

BOUNDARY SHEET

NOTE:
SEE SHEET 2 FOR SIGNATURE OMISSIONS & EASEMENT NOTES & TIE DETAILS
SEE SHEET 3 FOR BASIS OF BEARINGS, DATUM STATEMENT, SECTION CORNER
NOTE AND GPS CONTROL
SEE SHEETS 5 & 6 FOR LOT DETAILS
SEE SHEETS 7 & 8 & 9 FOR EASEMENT DETAILS

REFERENCES

R1 MEAS & RECORD PER RSB 136/29.
R2 RECORD PER BK 2095 PG 385, O.R.
R3 RECORD OR CALC PER RSB 25/35.
R4 RECORD PER INST. NO. 20020753291, O.R.
R5 RECORD PER RSB 36/20.
R6 RECORD PER RSB 136/29.
R7 MEAS & RECORD PER INST. NO. 20020753291, O.R.
R8 MEAS & RECORD PER BK 5853 PG 714, O.R.
R9 RECORD PER BK 5853 PG 714, O.R.
R10 MEAS & CALC PER RSB 25/35.
R11 RECORD PER TR NO. 11909, MM 553/7-10
R12 MEAS & RECORD PER RSB 278/17-18.
R13 MEAS & RECORD PER TR NO. 17871, MM 941/27-30.
R14 RECORD PER INST. NO. 2009185679, O.R.



Line Table		
Line #	Length	Direction
L1	36.58'	N0°10'02"E
L2	61.58'	N32°58'38"W
L3	11.98'	N89°32'27"W
L5	32.00'	N57°01'22"E

MONUMENT NOTES

- FD. PK NAIL WITH CITY OF GARDEN GROVE TAG, PER RSB 136/29. ORANGE COUNTY GPS #3011, FLUSH, ACCEPTED AS SW CORNER SEC 32-4-10 & CL GARDEN GROVE BLVD. AT BROOKHURST WAY PER RSB 136/29.
- FD. OCS WELL MONUMENT WITH HEX BAR WITH PUNCH, PER TR NO. 11909, MM 553/7-10 & CR 2008-2496 TIES, DN 1.7', ACCEPTED AS NW CORNER OF THE SW 1/4, SW 1/4 OF SEC 32-4-10 & CL OF STANFORD AVE. PER TR NO. 11909, MM 553/7-10.
- ESTAB INTERSECTION OF CL OF STANFORD AVENUE & NE CORNER OF SE 1/4, SE 1/4, SEC 31-4-10 PER (R13), FITS CR 2008-2496 TIES, INTERSECTION FALLS ON MH COVER. (SEE TIES FD DETAIL A SHT 2.)
- FD. BROKEN MAG S&W, STAMPED "LS 4743", FLUSH PER CR 2009-3577 TIES, ACCEPTED AS CL INTER. OF STANFORD AVE & BROOKHURST ST.
- FD. NOTHING, SET NOTHING, ESTAB. AS NE CORNER OF THE SE 1/4, SW 1/4, SEC 32-4-10 & CL INTER. OF STANFORD AVE & NUTWOOD ST PER CITY OF GARDEN GROVE TB 1/92 & 1/92A TIES, INTERSECTION FALLS ON MANHOLE. (SEE DETAIL C SHT 2.)
- FD. S&W STAMPED "BRUCE HALL LS 4743", FLUSH PER CR 2007-2319 TIES AND ORANGE COUNTY GPS #3032RT, ACCEPTED AS THE SOUTH 1/4 CORNER SEC 32-4-10 & CL INTER OF GARDEN GROVE BLVD. & NUTWOOD AVE. PER TRACT NO. 11909, MM 553/7-10.
- FD. STATE TYPE B MON W 2" BRASS DISC WITH PUNCH, PER CR 2011-2689 TIES, HELD FOR LINE CL OF GARDEN GROVE AVE, DN 0.8'.
- FD. S&W STAMPED "LS 8446", PER (R13) FLUSH, ACCEPTED AS BC CL BROOKHURST ST.
- FD. NOTHING, SET NOTHING, ACCEPTED AS SE CORNER OF THE SW 1/4, SW 1/4, SEC 32-4-10 PER PM 90-310, PMB 259/13-14 & (R13). (SEE DETAIL B SHT 2.)

MONUMENT NOTES CONTINUED

- FD. NOTHING, ACCEPTED AS THE SE CORNER OF THE W 1/2, SW 1/4, SW 1/4, SEC 32-4-10 PER (R13), ESTABLISHED BY PROPORTION.
- FD. NOTHING, SET NOTHING, ACCEPTED AS THE SW CORNER OF THE E 1/2, SW 1/4, SW 1/4, SW 1/4, SEC 32-4-10 PER (R13), ESTABLISHED BY PROPORTION.
- FD. NOTHING, SET NOTHING, ACCEPTED AS THE NW CORNER OF THE SW 1/4, SW 1/4, SEC 32-4-10 PER (R13), ESTABLISHED BY PROPORTION.
- FD. NOTHING, SET NOTHING, ACCEPTED AS THE NE CORNER OF THE SE 1/4, SW 1/4, SW 1/4, SEC 32-4-10 PER (R13), ESTABLISHED BY PROPORTION.
- FD. NOTHING, SET NOTHING, ACCEPTED AS THE NW CORNER OF THE E 1/2, NW 1/4, SW 1/4, SW 1/4, SEC 32-4-10 PER (R13), ESTABLISHED BY PROPORTION.
- FD. NOTHING, SET NOTHING, ACCEPTED AS THE NE CORNER OF THE W 1/2, SW 1/4, SW 1/4, SEC 32-4-10 PER (R13), ESTABLISHED BY PROPORTION & CORNER RECORD CR BK. 2018 PG.128
- FD. NOTHING, SET NOTHING, ACCEPTED AS THE NE CORNER OF THE SW 1/4, SW 1/4, SEC 32-4-10 PER (R13), ESTABLISHED BY PROPORTION.
- FD. 2"IP STAMPED "LS 8446" FLUSH PER (R13)
- FD. S&W STAMPED "LS 8446" FLUSH PER (R13)
- FD. 1"IP STAMPED "LS 8446" FLUSH PER (R13)

SHEET 5 OF 9
SIX NUMBERED LOTS
TWELVE LETTERED LOTS
11.467 ACRES GROSS
10.134 ACRES NET
DATE OF SURVEY: JANUARY 2014 & JULY 2021
FINAL UNIT OF TENTATIVE
TRACT NO. 17702

TRACT NO. 17702
IN THE CITY OF GARDEN GROVE,
COUNTY OF ORANGE, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES
AARON P. TILLMANN L.S. 9584
CANNON

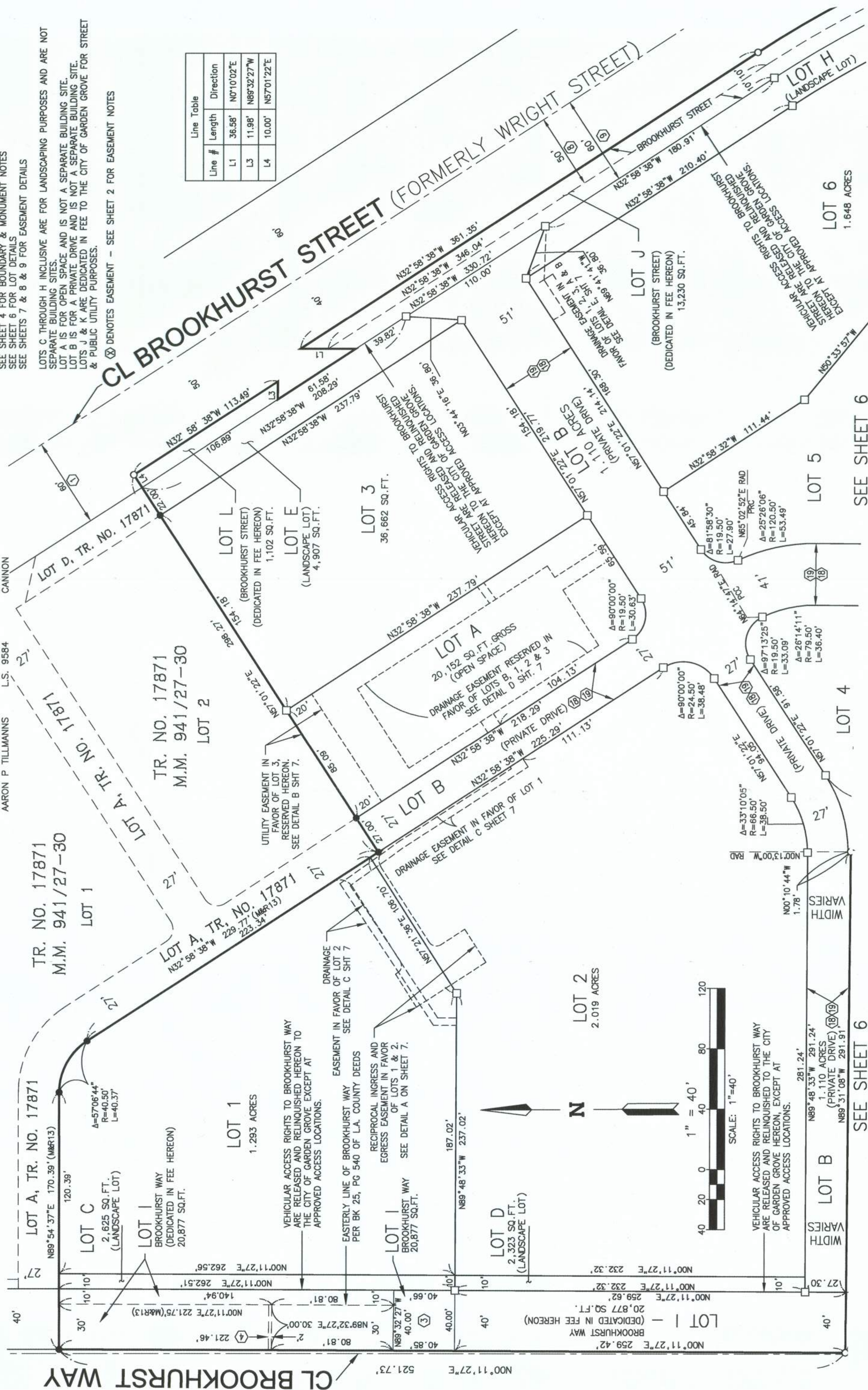
GENERAL NOTES:

SEE SHEET 2 FOR SIGNATURE OMISSIONS, EASEMENT NOTES & TIE DETAILS
SEE SHEET 3 FOR BASIS OF BEARINGS, DATUM STATEMENT AND GPS CONTROL &
SECTION CORNER NOTE AND SHEET INDEX
SEE SHEET 4 FOR BOUNDARY & MONUMENT NOTES
SEE SHEET 6 FOR LOT DETAILS
SEE SHEETS 7 & 8 & 9 FOR EASEMENT DETAILS

LOTS C THROUGH H INCLUSIVE ARE FOR LANDSCAPING PURPOSES AND ARE NOT
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LOT A IS FOR OPEN SPACE AND IS NOT A SEPARATE BUILDING SITE.
LOT B IS FOR A PRIVATE DRIVE AND IS NOT A SEPARATE BUILDING SITE.
LOTS J & K ARE DEDICATED IN FEE TO THE CITY OF GARDEN GROVE FOR STREET
& PUBLIC UTILITY PURPOSES.

⊗ DENOTES EASEMENT - SEE SHEET 2 FOR EASEMENT NOTES

Line Table		
Line #	Length	Direction
L1	36.58'	N0°10'02"E
L3	11.98'	N89°32'27"W
L4	10.00'	N57°01'22"E



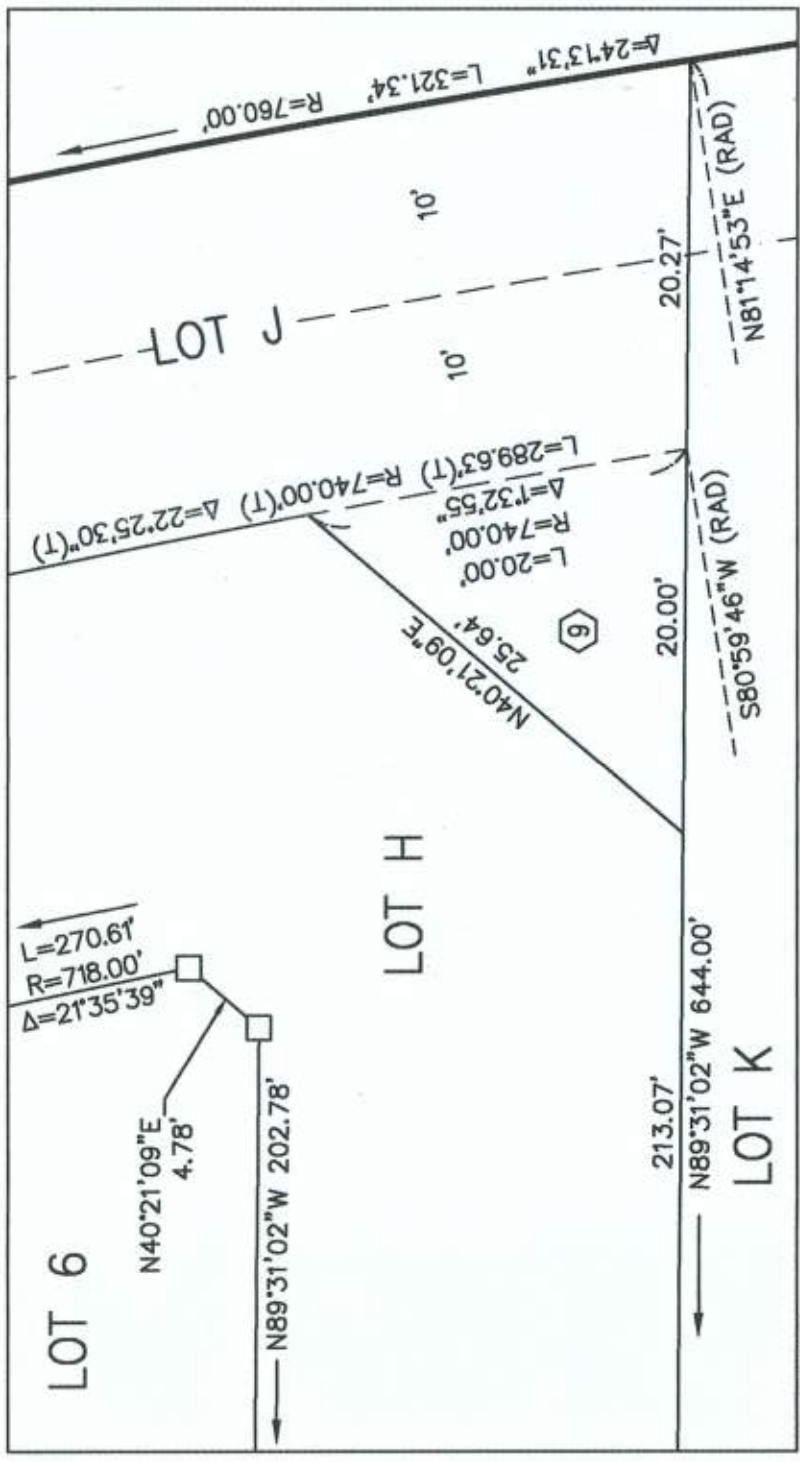
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DETAIL
SCALE: 1" = 10'

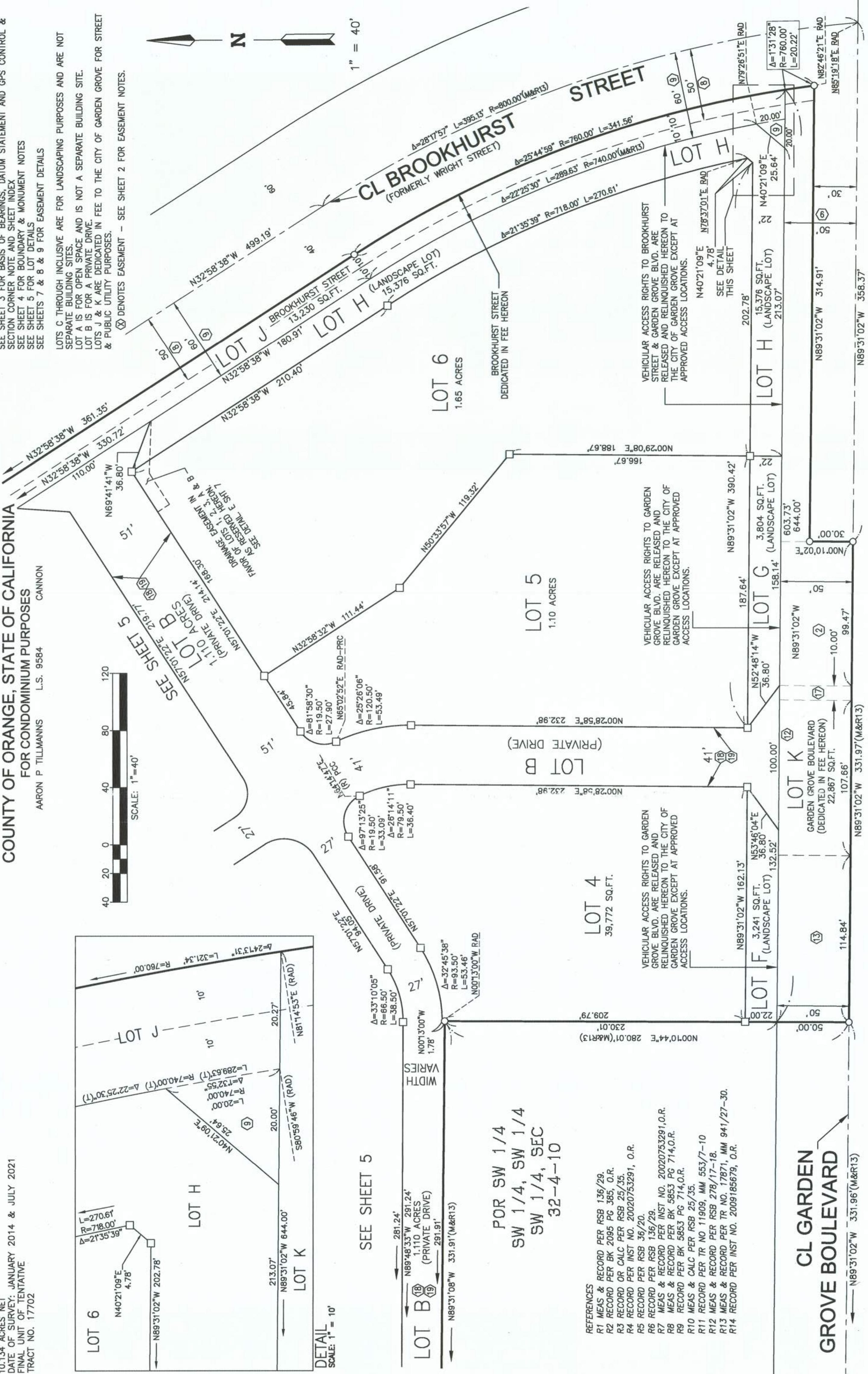
SEE SHEET 5

LOT B
1.110 ACRES
(PRIVATE DRIVE)

POR SW 1/4
SW 1/4, SW 1/4
SW 1/4, SEC
32-4-10

- REFERENCES
- R1 MEAS & RECORD PER RSB 136/29.
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 - R4 RECORD PER INST NO. 20020753291, O.R.
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 - R11 RECORD PER TR NO. 11909, MM 553/7-10
 - R12 MEAS & RECORD PER RSB 278/17-18.
 - R13 MEAS & RECORD PER TR NO. 17871, MM 941/27-30.
 - R14 RECORD PER INST NO. 2009185679, O.R.

CL GARDEN
GROVE BOULEVARD



SHEET 7 OF 9
SIX NUMBERED LOTS
TWELVE LETTERED LOTS
11.467 ACRES GROSS
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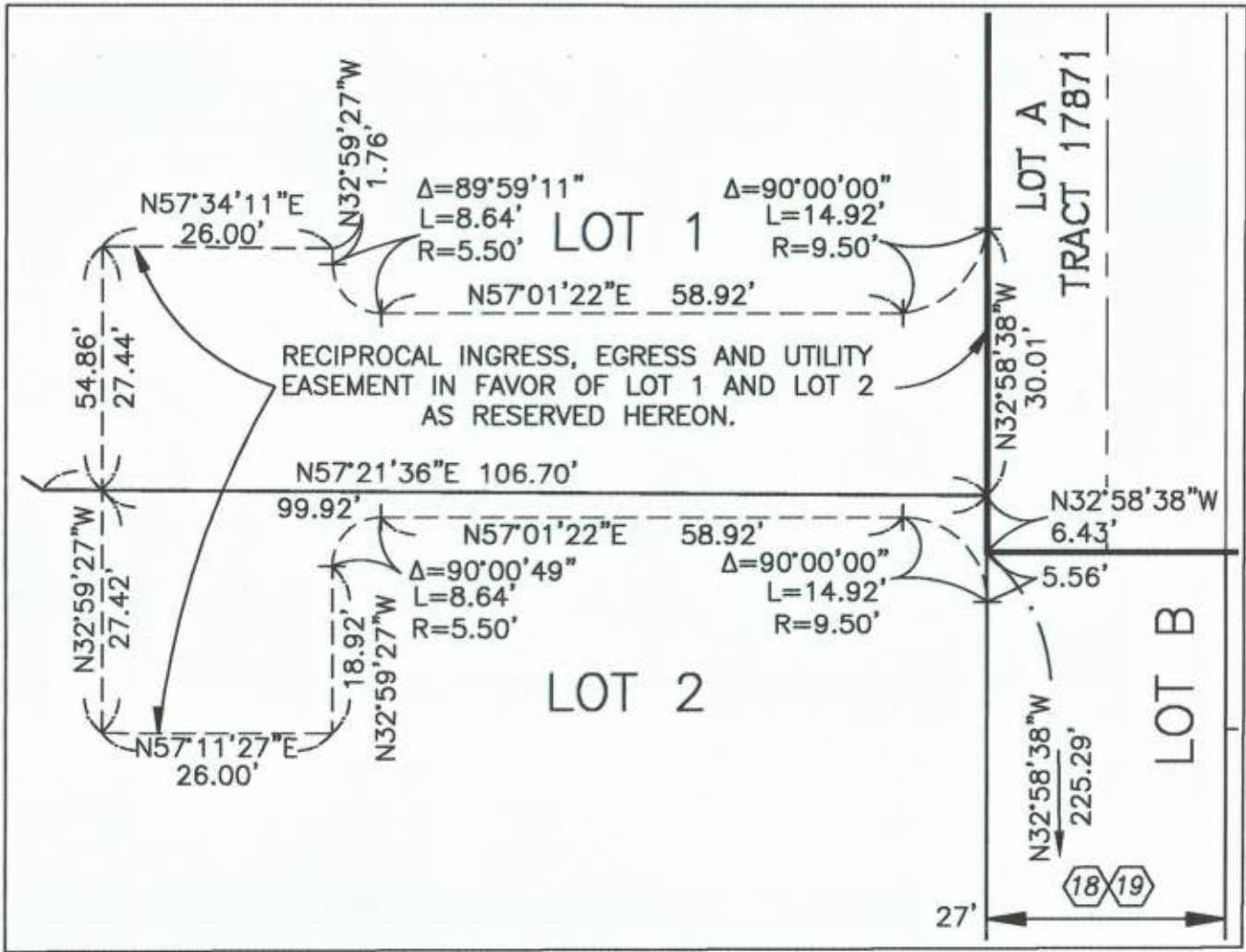
PROPOSED EASEMENTS

GENERAL NOTES:

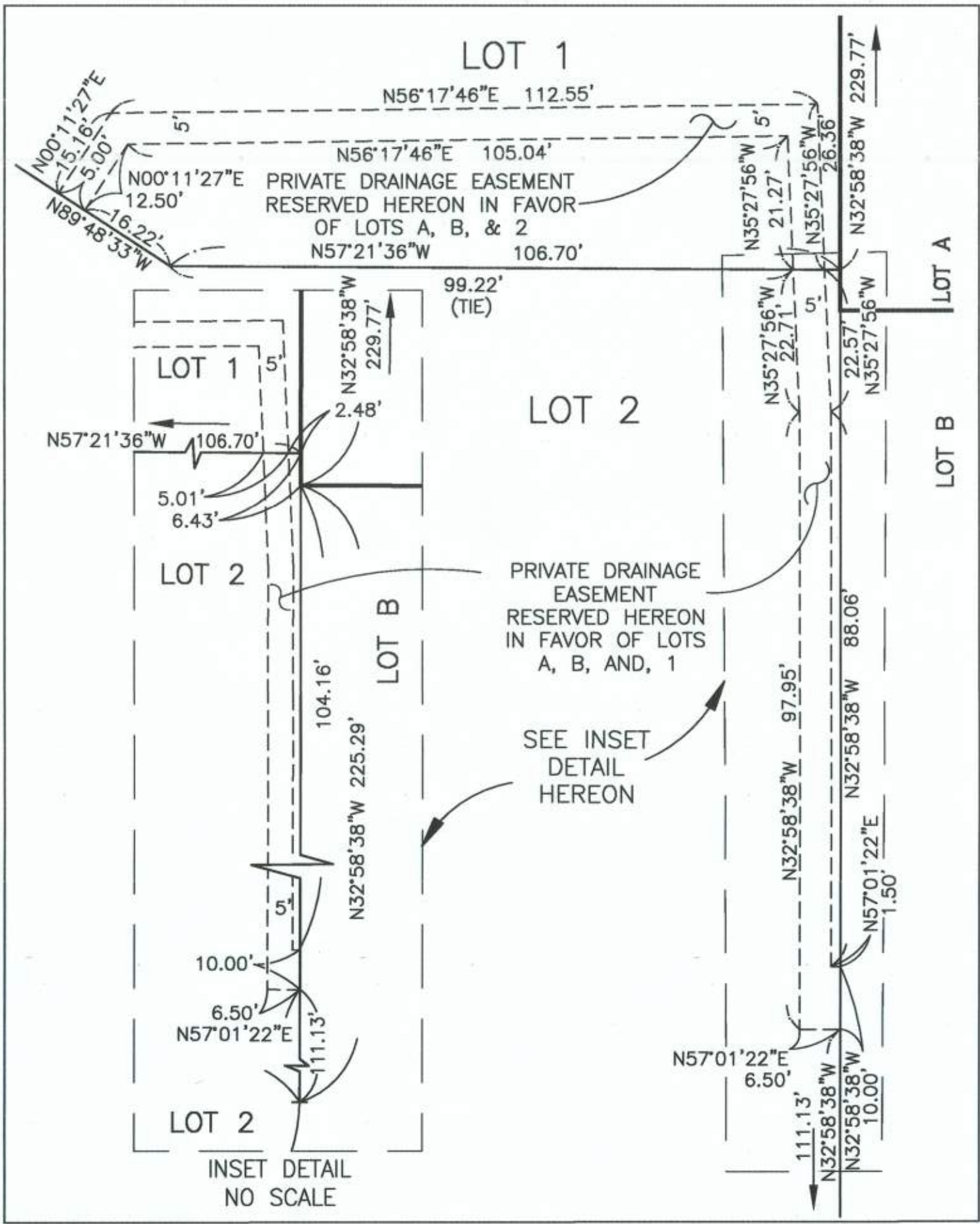
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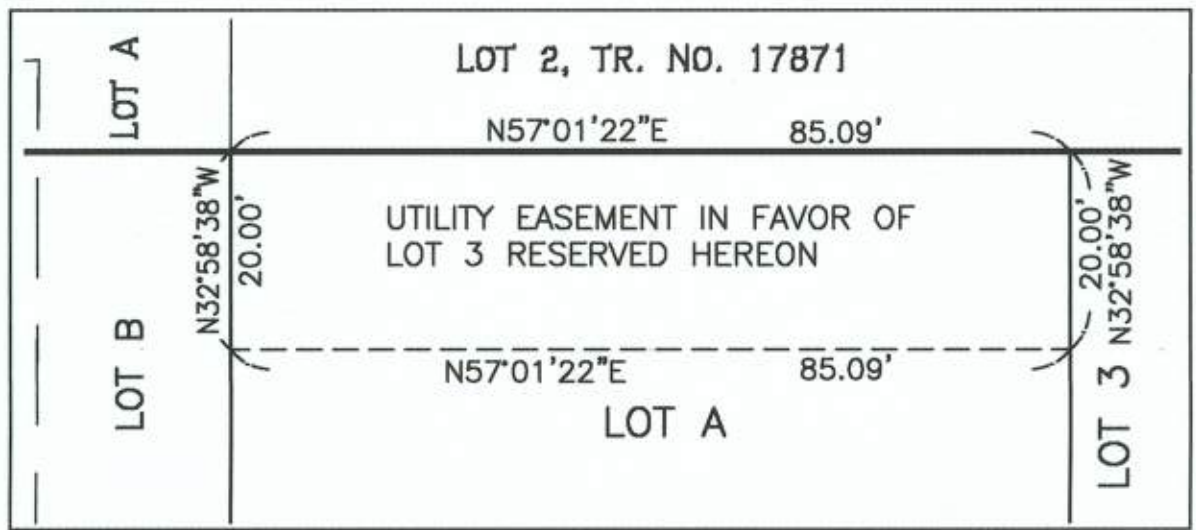
⊗ DENOTES EASEMENT - SEE SHEET 2 FOR EASEMENT NOTES.



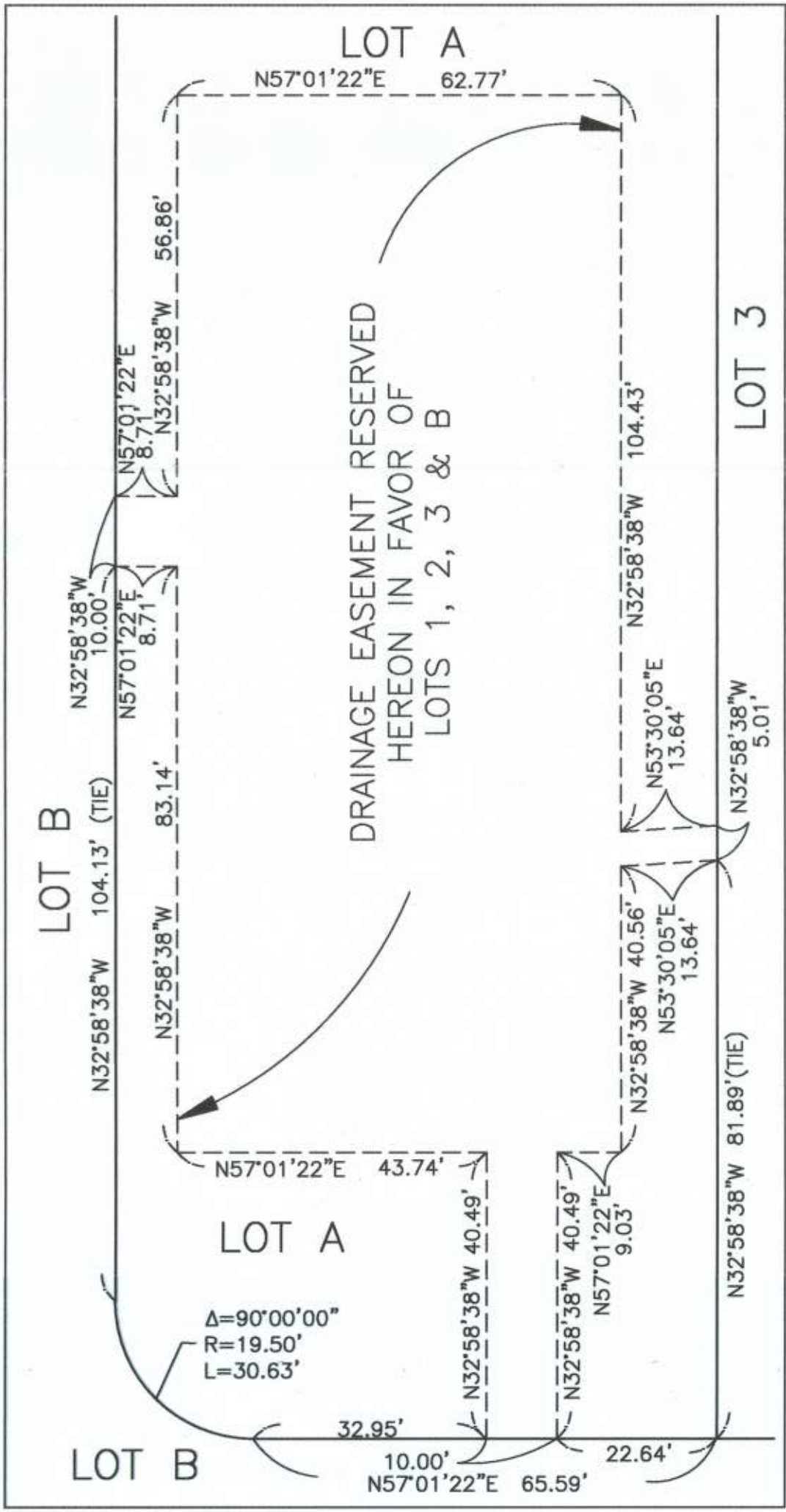
DETAIL "A"
SCALE 1"=20'



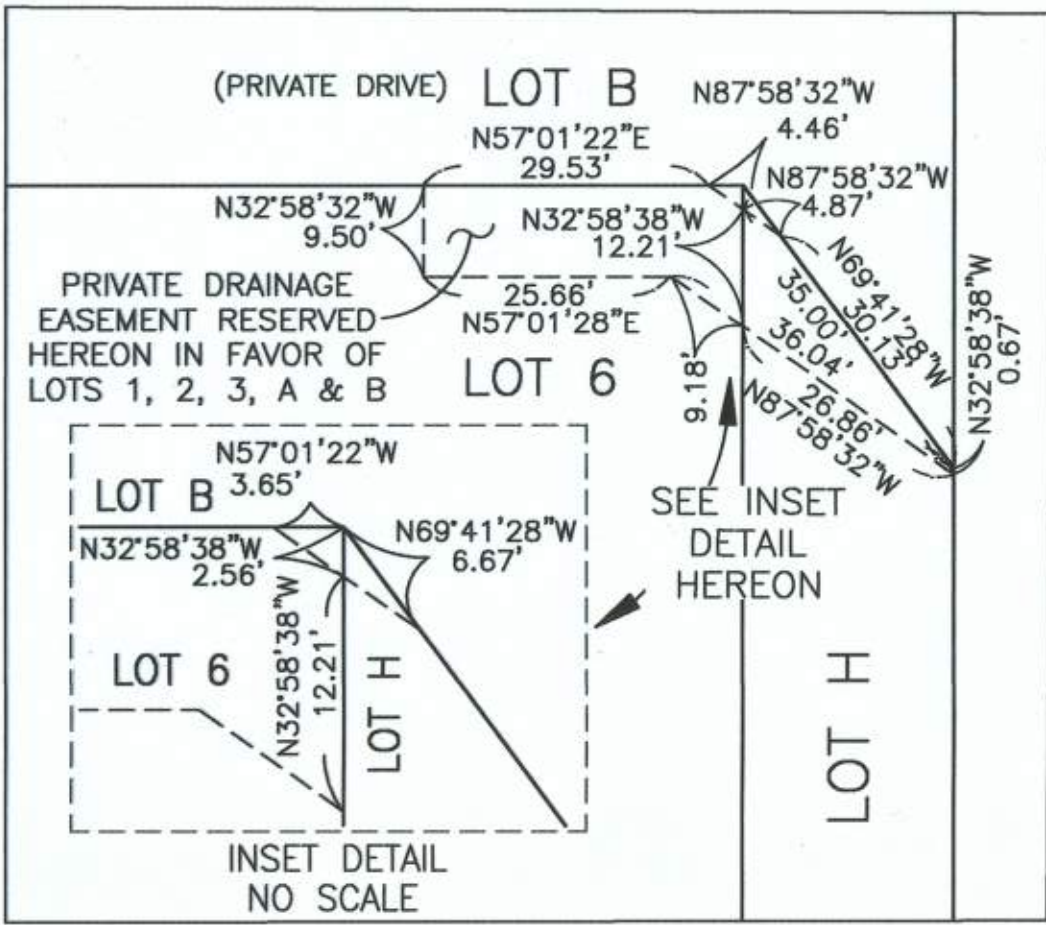
DETAIL "C"
SCALE 1"=20'



DETAIL "B"
SCALE 1"=20'



DETAIL "D"
SCALE 1"=20'



DETAIL "E"
SCALE 1"=20'

TRACT NO. 17702
IN THE CITY OF GARDEN GROVE,
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FOR CONDOMINIUM PURPOSES

CANNON

EASEMENTS

GENERAL NOTES:

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ⓧ DENOTES EASEMENT - SEE SHEET 2 FOR EASEMENT NOTES

— ACCEPTED AS THE NORTH
LINE OF S 1/2, OF THE
SW 1/4 OF SW 1/4 SEC
32-4-10

N

$$1'' = 40'$$

SHEET 9 OF 9
SIX NUMBERED LOTS
TWELVE LETTERED LOTS
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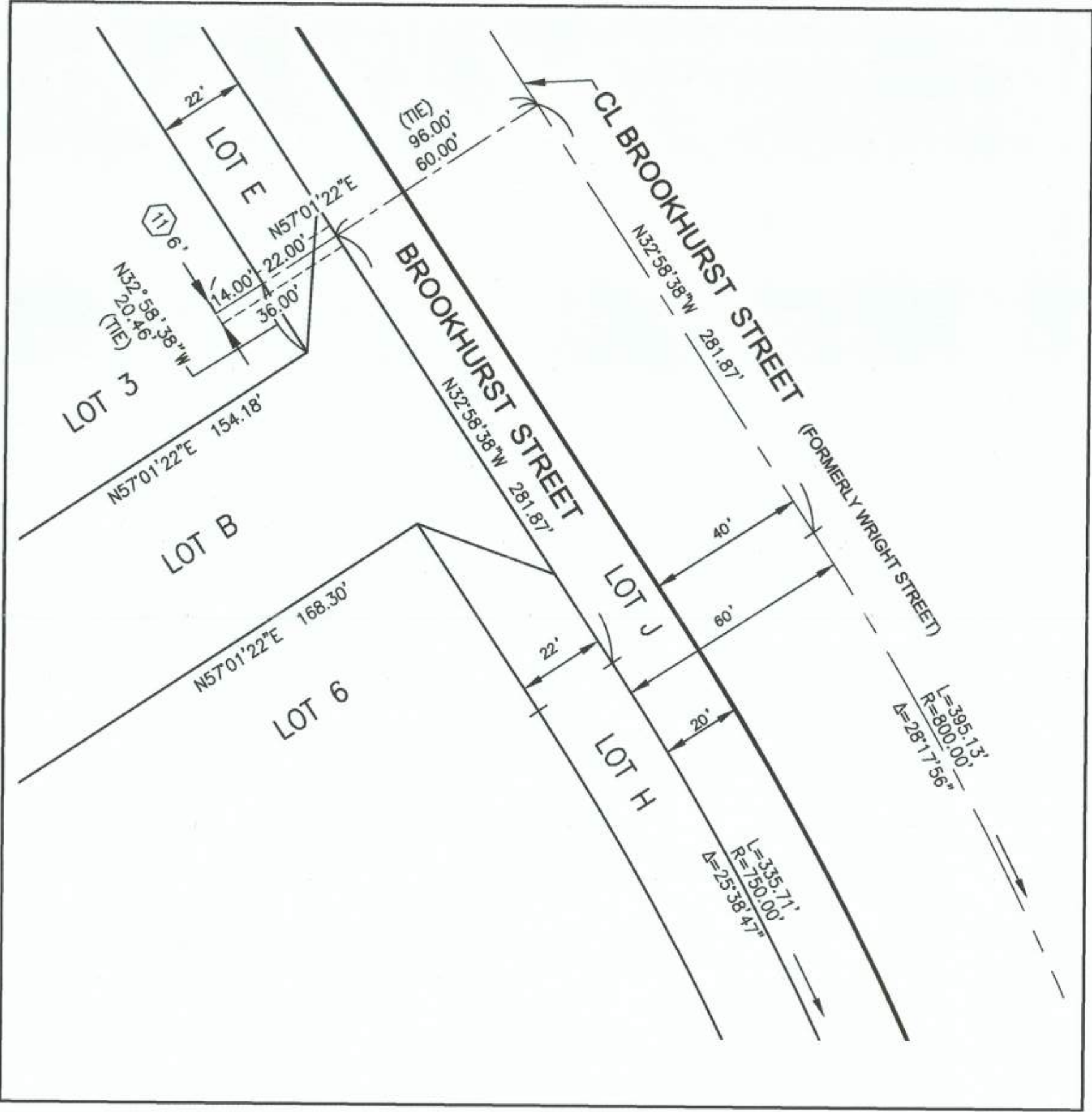
AARON P TILLMANNS L.S. 9584 CANNON

GENERAL NOTES:

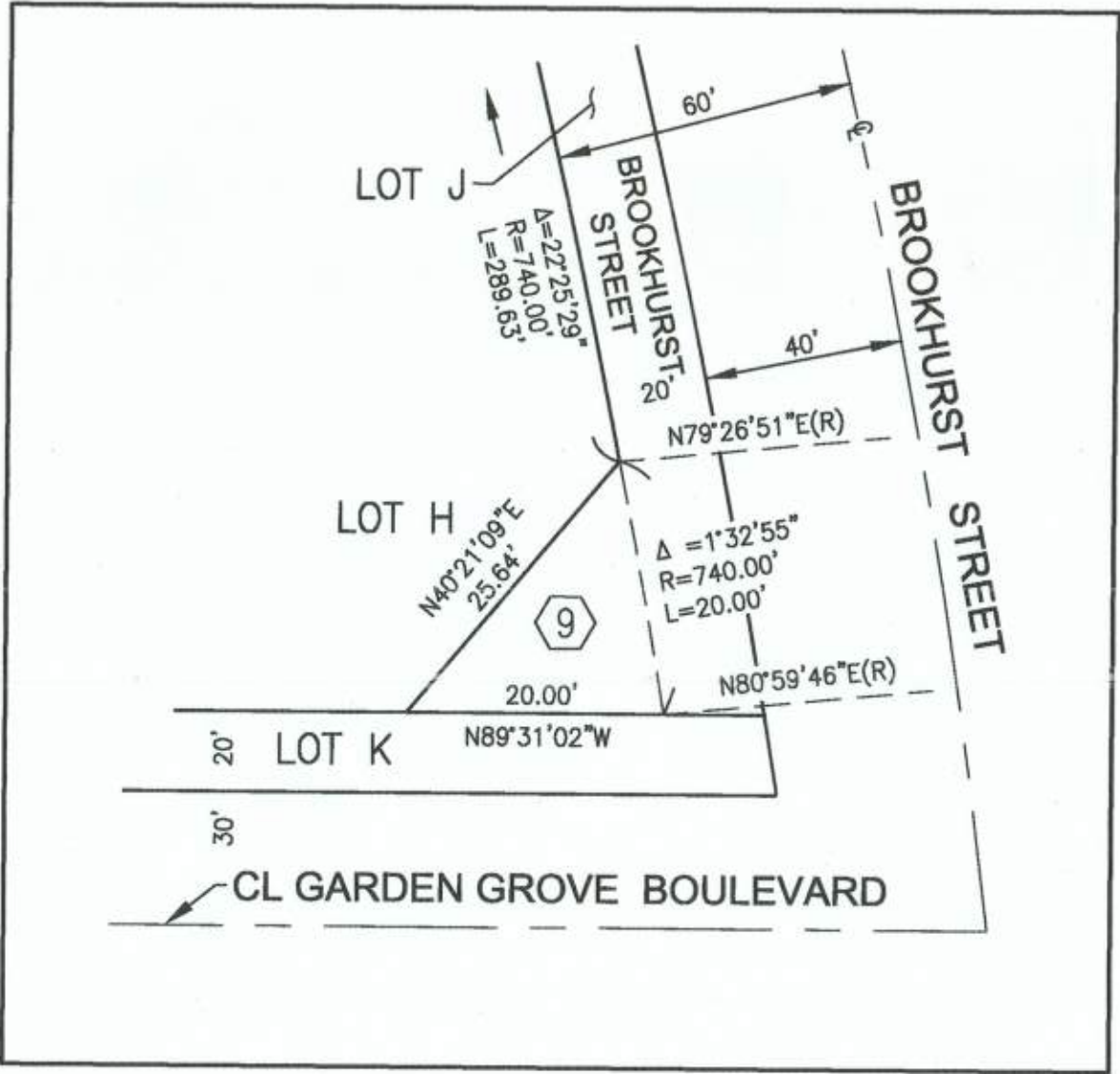
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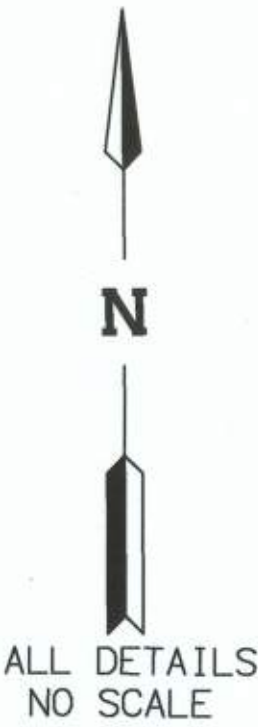
⊗ DENOTES EASEMENT – SEE SHEET 2 FOR EASEMENT NOTES



DETAIL A
NOT TO SCALE



DETAIL B
NOT TO SCALE



SUBDIVISION IMPROVEMENT AGREEMENT

SUBDIVIDER: NEW AGE BROOKHURST II, LLC.

TENTATIVE TRACT MAP NO. 17702 / PHASE II FINAL MAP NO. 17702

THIS AGREEMENT is made this ____th day of ____ 2022, by the CITY OF GARDEN GROVE, a municipal corporation ("CITY") on the one hand, and NEW AGE BROOKHURST II, LLC, a California limited liability company ("SUBDIVIDER") and PAN CONSTRUCTION, INC., a California corporation ("CONTRACTOR"), on the other hand. CITY, SUBDIVIDER, and CONTRACTOR are sometime referred to herein individually as the "Party" or collectively as the "Parties."

RECITALS:

The following recitals are a substantive part of this Agreement:

1. SUBDIVIDER has obtained initial City approval of a subdivision map for Tentative Tract Map No. 17702 ("Project"), subject to certain conditions of approval for the development of the Project ("Conditions of Approval").
2. As a condition precedent to the approval of the Phase II Final Map by CITY, SUBDIVIDER is required to construct, install and/or offer for dedication to CITY certain streets, highways, easements, infrastructure improvements and/or parcels of land intended for public use.
3. SUBDIVIDER, by the Phase II Final Map, has offered for dedication to CITY certain streets, easements, property, and infrastructure improvements.
4. CITY desires to accept the dedications of such streets, easements, property, and other improvements as shown on the Phase II Final Map, and certain other improvements described in this Agreement.
5. SUBDIVIDER has delivered to CITY and CITY has approved plans and specifications and related documents for certain "Improvements" (as hereinafter defined), which are required to be constructed and installed in order to accommodate the development of Phase II of the Project.
6. SUBDIVIDER has requested approval of the Phase II Final Map prior to completion of all of the Improvements required by CITY.
7. To assure CITY that SUBDIVIDER and CONTRACTOR will complete construction and installation of all required Improvements, the Parties have entered into this Agreement.
8. SUBDIVIDER's agreement to construct and install the Improvements pursuant to this Agreement and its offer of dedication of the streets, easements, and other improvements, as shown on the Phase II Final Map, are a material consideration to CITY in approving the Phase II Final Map and permitting development of Phase II of the Project to proceed. SUBDIVIDER has agreed to have CONTRACTOR perform, and CONTRACTOR has agreed to perform, the construction and installment of the Improvements.

9. This Agreement is entered into in accordance with the Subdivision Map Act (Government Code sections 66410 et seq.) and the ordinances, rules, regulations, and determinations of the CITY.

AGREEMENT

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

1. **Improvements.** SUBDIVIDER, at its sole expense, agrees to construct and install, or have CONTRACTOR construct and install, as applicable, the street, sidewalks, drainage, domestic water, sanitary sewer, and other improvements (herein sometimes collectively referred to as the "Improvements") required to be constructed or agreed to be constructed as a condition precedent to the approval of the Phase II Final Map and acceptance of such streets and easements, as expressly shown on (1) the Improvement Lists attached hereto at Exhibit "A" and incorporated herein, and/or (2) the approved Project Improvement Plans on file with CITY and/or subsequently approved or revised by CITY and SUBDIVIDER (the "Improvement Plans"). The estimated construction cost for the Improvements is **\$5,655,000.00**. By execution of this Agreement, CONTRACTOR hereby agrees and covenants to CITY to construct and install the Improvements on behalf of SUBDIVIDER, and SUBDIVIDER and CONTRACTOR each agree that they shall be jointly and severally responsible to CITY for the construction and installation of the Improvements.
2. **Security.** To secure the faithful performance of each improvement required under this Agreement and to ensure full payment to all persons furnishing or supplying labor or materials for each improvement required, SUBDIVIDER shall provide CITY with the following bonds (or a cash deposit or instrument of credit in lieu of bonds):

Improvement	Type of Bond	Amount
100% of total estimate for Off-Site Improvements and On-Site Grading & Drainage Improvements as shown on Grading Plan No. G-1301 and Street Improvement Plan No. A-1857	Faithful Performance	\$5,655,000.00
50% of total estimate for Off-Site Improvements and On-Site Grading & Drainage Improvements as shown on Grading Plan No. G-1301 and Street Improvement Plan No. A-1857	Labor & Material	\$2,827,500.00
100% total estimate for Survey Monument Bond for setting required survey monuments and filing all documentation and records as described and required by the Final Tract Map on file with the CITY	Monument Bond	\$12,000.00

The bonds shall be executed on CITY forms by a surety authorized to do business in the State of California and shall be subject to approval by the City Attorney. Any instrument of credit provided in lieu of bonds shall be from a qualified financial institution, and in a form, acceptable to CITY, in its sole discretion. SUBDIVIDER acknowledges and agrees such bonds, cash deposit, or instrument(s) of credit acceptable to CITY must be provided to and approved by CITY prior to, or concurrently with, the earlier to occur of (i) the issuance of any grading permit for the Project, or (ii) transfer of the property subject to the Phase II Final Map to SUBDIVIDER pursuant to that certain Disposition and Development Agreement ("DDA") by and between SUBDIVIDER and the Successor Agency to the Garden Grove Agency for Community Development ("Successor Agency"). SUBDIVIDER further agrees that, if said bonds, cash deposit, or instrument(s) of credit have not already been provided prior to close of escrow for transfer of the property to SUBDIVIDER pursuant to the DDA, SUBDIVIDER will provide the same through escrow and execute escrow instructions acceptable to CITY and Successor Agency stating that SUBDIVIDER's provision of said bonds, cash deposit, and/or instrument(s) of credit through escrow are a condition to Successor Agency's obligation to close escrow and directing the escrow agent to provide such bonds, cash deposit, and/or instrument(s) of credit to CITY upon close of escrow. The Successor Agency shall be an express third-party beneficiary to this Section 2.

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

the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.

7.2 **Contractors and Subcontractors.** SUBDIVIDER and CONTRACTOR shall require all contractors and subcontractors engaged in construction and installation of the Improvements to obtain and maintain the same insurance as required of SUBDIVIDER and CONTRACTOR herein and shall require such contractors and subcontractors to agree to comply with the insurance requirements herein, including providing the endorsements naming the CITY as an additional insured. SUBDIVIDER and CONTRACTOR shall be responsible to collect and maintain all insurance from all such contractors and subcontractors. Should the insurance carrier for any such contractor or subcontractor require an agreement with the CITY prior to providing effective additional insured coverage, then such contractor or subcontractor shall be required to execute an agreement with the CITY, in a form approved by the City Attorney, agreeing to perform the pertinent work and stipulating to indemnify and provide insurance under the terms of the Insurance and Indemnification Requirements of this Agreement.

7.3 **Workers Compensation Insurance.** For the duration of this Agreement, SUBDIVIDER and CONTRACTOR shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers and against the City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development ("SUCCESSOR AGENCY") and its officers, officials, agents, employees, and volunteers.

7.4 **Insurance Amounts.** SUBDIVIDER and/or CONTRACTOR shall provide and maintain and shall cause all its/their contractors and subcontractors engaged in any way in the construction and installation of the Improvements to provide and maintain the following insurance for the duration of this Agreement:

(a) Commercial general liability, including mobile equipment and not excluding XCU, in an amount not less than \$5,000,000 per occurrence; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(b) Automobile liability in an amount not less than of \$2,000,000 combined single limit; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and products-completed operations**, for the policy under section 7.3 (a) shall designate CITY, SUCCESSOR AGENCY, and their respective officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the SUBDIVIDER/CONTRACTOR. SUBDIVIDER/CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 7.3 (b) shall designate CITY, SUCCESSOR AGENCY, and their respective officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the SUBDIVIDER/CONTRACTOR. SUBDIVIDER/CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

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

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

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

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

7.5 Indemnification.

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

Agreement by CONTRACTOR and its agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, indemnify and hold harmless CITY, is due to the negligence or willful misconduct of CITY, or any of its officials, officers, employees or agents.

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

8. **Default.**

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

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

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

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

10. **Labor.**

10.1 **Labor Standards.** SUBDIVIDER and CONTRACTOR shall each be responsible for causing itself and all contractors and subcontractors constructing or installing any of the Infrastructure Improvements to comply with all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. CITY makes no warranty or representation concerning whether any of the Infrastructure Improvements required to be constructed and/or installed pursuant to this Agreement constitute public works subject to the prevailing wage requirements.

10.2 **Non-Discrimination.** SUBDIVIDER covenants and agrees that there shall be no discrimination against or segregation of any person, group, or employee due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any action or activity undertaken pursuant to this Agreement.

10.3 **Licensed Contractors.** SUBDIVIDER shall cause all of the Improvements to be constructed and/or installed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed.

11. **Change of Subdivider.** If SUBDIVIDER ceases to have legal interest in the Project, then a notice to that effect shall be filed with CITY by SUBDIVIDER. The notice shall include the name and address of the new Subdivider. SUBDIVIDER shall require as a condition of the transfer of the legal interest in the Project, that the new Subdivider shall (1) submit new bonds or substitute security in accordance with this Agreement (at which time the original bonds or security shall be released); (2) submit to CITY a certified copy of the recorded deed referencing the transfer of the legal interest; and (iii) require that, upon transfer, the successor Subdivider undertake all of the obligations under this Agreement in lieu and in place of SUBDIVIDER and, if applicable, CONTRACTOR. Thereafter, SUBDIVIDER and, if applicable, CONTRACTOR shall have no further obligations to CITY under this Agreement except for any liability, obligations, acts or omissions incurred prior to such transfer. SUBDIVIDER's and CONTRACTOR's responsibility for such liability, obligations, acts or omissions shall survive until such liability or obligations are fully and finally resolved, or until the statute of limitations on such acts or omissions has elapsed.

12. **General Provisions.** It is mutually agreed as follows:

12.1 **Assignment or Delegation.** Neither CITY nor SUBDIVIDER or CONTRACTOR shall assign this Agreement without the consent of the other. SUBDIVIDER shall not delegate its obligations under this Agreement to another.

12.2 **Independent Contractor.** It is understood and agreed that, in connection with the performance of SUBDIVIDER's and CONTRACTOR's obligations under this Agreement, SUBDIVIDER, CONTRACTOR, their employees, agents, contractors, and any subcontractors acting on behalf of SUBDIVIDER or CONTRACTOR shall act and be independent contractors and shall not be agents or employees of the CITY, and as independent contractors, shall obtain no rights to retirement benefits, or other benefits which accrue to CITY employees, and each of SUBDIVIDER and CONTRACTOR, on behalf of itself, its employees, agents, contractors, and any subcontractors acting on behalf of SUBDIVIDER or CONTRACTOR, hereby expressly waives any claim it may have to any such rights.

- 12.3 **Compliance with Law.** SUBDIVIDER and CONTRACTOR shall comply with, and require all those acting on SUBDIVIDER's behalf to comply with, all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
- 12.4 **Conflict of Interest and Reporting.** SUBDIVIDER and CONTRACTOR shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
- 12.5 **Notices.** All notices shall be personally delivered or mailed, postage prepaid, to the below-listed address, or to such other address as may be designated by written notice. These addresses shall be used for delivery of service of process.

If to SUBDIVIDER:

New Age Brookhurst II, LLC
Attn: Ronnie Lam
411 E. Huntington Drive #305,
Arcadia, California 91006

If to CONTRACTOR:

Pan Construction, Inc.
Attention: Katie Pan
1264 S. San Gabriel Boulevard
Rosemead, California 91770

If to CITY:

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

- 12.6 **Licenses, Permits, Fees, and Assessments.** At its sole cost and expense, SUBDIVIDER and/or CONTRACTOR shall obtain such license, permits, and approvals as may be required by law for the performance of SUBDIVIDER's and/or CONTRACTOR's obligations under this Agreement. SUBDIVIDER or CONTRACTOR, and not CITY, shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the obligations required under this Agreement.
- 12.7 **Time of Essence.** Time is of the essence in the performance of this Agreement.
- 12.8 **Heirs, Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties, including all successors and assigns to SUBDIVIDER's right, title, and interest in the property covered by the Project and any portion thereof.
- 12.9 **Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

- 12.10 **Modification**. This Agreement constitutes the entire agreement between the Parties. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and SUBDIVIDER and CONTRACTOR.
- 12.11 **Waiver**. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY, SUBDIVIDER, and CONTRACTOR. SUBDIVIDER and CONTRACTOR each agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement.
- 12.12 **California Law**. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced pursuant to this Agreement shall be initiated in the central or main branch of the Orange County Superior Court.
- 12.13 **Interpretation**. This Agreement shall be interpreted as though prepared by all Parties.
- 12.14 **Preservation of Agreement**. Should any paragraph, clause, provision or word of this Agreement be found invalid or unenforceable, such decision shall affect only the paragraph, clause, provision or word so construed and interpreted, and all remaining provisions shall remain valid and enforceable.
13. **Mutual Agreement**. The Parties hereto do mutually covenant and agree to the full and faithful performance of their respective obligations under this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

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

“CITY”

CITY OF GARDEN GROVE

Date: _____

By: _____

City Manager

APPROVED AS TO FORM:

ATTEST:

Garden Grove City Attorney

City Clerk

Date: _____

Date: _____

“SUBDIVIDER”

NEW AGE BROOHURST II, LLC, a
California limited liability company

Date: _____

By: Kam Sang Company, Inc., a California
corporation

Its: Manager

By: _____

Name: Ronnie Lam

Its: Authorized Signatory

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

“CONTRACTOR”

PAN CONSTRUCTION, INC., a California corporation

Date: _____

By: _____

Name: _____

Its: _____

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

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

FAITHFUL PERFORMANCE BOND

Bond No. _____

Premium _____

NOTICE: TO WHOM IT MAY CONCERN: those we, _____,
_____,
as Principal, and _____
as Surety, are held and firmly bound unto the City of Garden Grove, (CITY) in the
sum of ____

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

That the Surety's office is located at _____,
telephone no. _____; the Surety is licensed to do business in the State of
California; and the California Insurance Agent's License No., address, and telephone
no. are as follows:

License No.: _____

Address: _____

Telephone No.: _____

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

Name of non-resident agent: _____

Non-resident agent's office address: _____

Telephone No.: _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

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

the _____ day of _____, 20____, with the

CITY OF GARDEN GROVE for_____.

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

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

Executed this ____ day of _____, 20__

Principal

Principal

By

:

Surety

By

:

Attorney-in-Fact

California Resident Agent

By

:

Non-resident Agent - Attorney-in-Fact

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

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

(Corporation)

_____, and acknowledged that it executed the attached bond to the

(State)

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

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

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

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

LABOR AND MATERIAL BOND

Bond No. _____

Premium _____

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

_____ as Principal, and _____, as Surety, are held and firmly bound unto the City of Garden Grove, California ("CITY") in the sum of _____

_____ Dollars (\$_____), lawful money of the United States, for the payment of the sum, we bind heirs, our executors, administrators, successors, and ourselves jointly and severally.

That the Surety's office is located at _____, _____ telephone no. _____; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone no. are as follows:

License No.: _____

Address: _____

Telephone No.: _____

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

Name of non-resident agent: _____

Non-resident agent's office address: _____

Telephone No.: _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has entered into a contract attached hereto, dated _____ day of _____, 20____, with the CITY OF GARDEN GROVE for _____.
2. If the Principal, its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay for any materials, provisions, provender, or other supplies or teams, implements, or machinery used in, upon, for, or about, the performance of the improvement, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor, and provided that the claimant shall have complied with the provision of the code, the Surety or Sureties will pay for same in the amount not exceeding the sum specified in this bond; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay reasonable attorneys' fees.
3. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents, or of work performed, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or modification of the contract documents, or of work to be performed.

LABOR AND MATERIAL BOND (Continues)

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

Executed this ____ day of _____, 20____.

_____ Principal	_____ Principal
	By : _____ Surety
	By : _____ Attorney-in-Fact
	_____ California Resident Agent
	By : _____ Non-resident Agent - Attorney-in-Fact

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On this ____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared _____ known to me to be the Attorney-in-Fact of the _____, of _____ (Corporation) _____, and acknowledged that it executed the attached bond to the _____ (State) City of Garden Grove as such Attorney-in-Fact and as the free act and deed of the corporation, and that the bond was executed on behalf of the corporation by authority of its Board of Directors.

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

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

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

Bond No. _____

SUBDIVISION MONUMENT BOND

NOTICE: TO WHOM IT MAY CONCERN: That we, _____ a, as
Principal,
and _____

_____,
as Surety, are held and firmly bound unto the City of Garden Grove, California ("CITY")
in the sum of ____ Dollars (\$____), lawful money of the United States, for the payment of
which we bind ourselves, our heirs, executors, administrators, and successors, jointly
and severally.

That the Surety's office is located at _____
_____ telephone no. _____; the Surety is licensed to
do business in the State of California; and the California Insurance Agent's License No.,
address, and telephone no. are as follows:

License No.: _____

Address: _____

Telephone No.: _____

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

Name of non-resident agent: _____,

Non-resident agent's office address: _____

Telephone No.: _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

WHEREAS, the Principal has entered into a Subdivision Agreement, dated the
_____ day of _____, 20____, with the CITY OF GARDEN GROVE to install or
complete an improvement consisting of SURVEY MONUMENTATIONS, as part of
Tract No. _____.

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

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

Executed this _____ day of _____, 20__.

Principal

By: _____
Surety

By: _____

Its: _____

By: _____
Attorney-in-Fact

By: _____

By: _____
California Resident Agent

Its: _____

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

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

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

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

RESOLUTION NO. 5809-14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE, AND APPROVING TENTATIVE TRACT MAP NO. TT-17702-2014 FOR PROPERTY LOCATED AT THE NORTHWEST CORNER OF GARDEN GROVE BOULEVARD AND BROOKHURST STREET AT 12791 THROUGH 12861 BROOKHURST STREET, 10071 THROUGH 10151 GARDEN GROVE BOULEVARD, AND 12882 BROOKHURST WAY, ASSESSOR PARCEL NUMBERS 089-661-03, 089-661-04, 089-661-05; 089-071-05, 089-071-06, 089-071-07, 089-071-08, 089-071-11, 089-071-12, 089-071-13, 089-071-14, 089-071-24, AND 089-071-25).

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session assembled on March 6, 2014, does hereby approve Tentative Tract Map No. 17702 for land located at the northwest corner of Garden Grove Boulevard and Brookhurst Street at 12791 through 12861 Brookhurst Street (west side of Brookhurst Street only), 10071 through 10151 Garden Grove Boulevard (north side of Garden Grove Boulevard only), and 12882 Brookhurst Way (APN: 089-661-03, 04, 05; 089-071-05, 06, 07, 08, 11, 12, 13, 14, 24, & 25)), subject to the Conditions of Approval attached hereto as "Exhibit A".

BE IT FURTHER RESOLVED that the City has determined that the subdivision of the site pursuant to the proposed Tract Map is within the scope of the Mitigated Negative Declaration adopted by the Garden Grove City Council on November 24, 2009, in conjunction with the approvals of Planned Unit Development No. PUD-123-09 and Development Agreement No. DA-123-09, and that, pursuant to Public Resources Code Section 21166 and Section 15162 of the CEQA Guidelines, no further environmental review is required.

BE IT FURTHER RESOLVED in the matter of Tentative Tract Map No. TT-17702-2014, the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The case was initiated by New Age Brookhurst, LLC, which is the "Developer" entitled to purchase and develop the property subject to the proposed tract map pursuant to that certain Disposition and Development Agreement with the former Garden Grove Agency for Community Development.
2. The applicant is requesting approval to subdivide 13.94 acres of land into 8 numbered lots and 15 lettered lots in order to create a subdivision of land for condominium purposes in order to implement the land and building improvements approved under Planned Unit Development No. PUD-123-09. The proposed Tentative Tract Map shows an overall development plan of 674 dwelling units; 65,000 square feet of Commercial space; 271,979 square feet of open space; and, 1,832 parking spaces. Development is anticipated to occur in at least two phases with Phase 1 development as Lots 1 & 2 and Lots B, C, D, & E; and the entire remaining area as Phase 2. The proposed Tract Map identifies up to seven (7) phases, and the applicant has indicated it intends to file multiple phased Final Maps.

3. On November 24, 2009, the Garden Grove City Council adopted Ordinance No 2759 approving Planned Unit Development No. PUD-123-09, changing the zoning designation from C-2 (Community Commercial) and Planned Unit Development No. PUD 102-88 to Planned Unit Development No. PUD 123-09 for the site, in addition to Ordinance No. 2760 adopting a Development Agreement between the City and the Garden Grove Agency for Community Development for the site. The City Council as the Lead Agency pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 et seq., adopted a Mitigated Negative Declaration (the "Mitigated Negative Declaration") prior to adopting Ordinance No. 2759 and Ordinance No. 2760, that concluded that the proposed project, subject to the applicable mitigation measures, would not have a significant effect on the environment and that a mixed-use development of equal intensity and density was evaluated in the General Plan 2030 Update Environmental Impact Report certified in August 2008 (State Clearinghouse No. 2008041079). The Planning Commission has reviewed and considered the Mitigated Negative Declaration.

The proposed subdivision of land pursuant to Tentative Tract Map No. TT-17702 is consistent with and implements Planned Unit Development No. PUD-123-09 and the Development Agreement, and is subject to the mitigation measures and Mitigation Monitoring Program adopted in conjunction with the Mitigated Negative Declaration, and is within the scope of the project evaluated pursuant to the Mitigated Negative Declaration.

The Planning finds that none of the circumstances triggering further environmental review have occurred since the adoption of the Mitigated Negative Declaration: (i) there are no substantial changes in the Project requiring major revisions of the Mitigated Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (ii) there are no substantial changes with respect to the circumstances under which the Project is being undertaken which will require major revisions of the Mitigated Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; and (iii) there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the Mitigated Negative Declaration was adopted showing that: (a) the Project will have one or more significant effects not discussed in the Mitigated Negative Declaration; (b) significant effects previously examined will be substantially more severe than shown in the Mitigated Negative Declaration; (c) mitigation measures or alternatives previously found not feasible would in fact be feasible, and would substantially reduce one or more significant effects of the Project, but the mitigation measures or alternatives have not been adopted; or (d) mitigation measures or alternatives considerably different from those analyzed in the Mitigated Negative Declaration would substantially reduce one or more significant effects on the environment, but the mitigation measures or

alternatives have not been adopted. Accordingly, no further environmental review is required.

4. The property has a General Plan Land Use designation of Mixed Use and is currently zoned Planned Unit Development No. PUD-123-09 (a Mixed-Use PUD zone). Approximately half of the 13.9 acre site is currently improved with automotive related businesses such as sales, service, repair and storage, and the other half of the site is vacant, all of which has been the condition and use of the site for over 25 years.
5. Existing land use, zoning, and General Plan designation of property in the vicinity of the subject property have been reviewed.
6. Report submitted by City staff was reviewed.
7. Pursuant to a legal notice, a public hearing was held on March 6, 2014, and all interested persons were given an opportunity to be heard.
8. The Planning Commission gave due and careful consideration to the matter during its meeting of March 6, 2014; and

BE IT FURTHER RESOLVED, FOUND AND DETERMINED that the facts and reasons supporting the conclusion of the Planning Commission are as follows:

FACTS:

The property consists of an approximately 13.94-acre site owned by the City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development, which is located within the area commonly referred to as the Brookhurst Triangle that is bounded by Brookhurst Street, Garden Grove Boulevard, and Brookhurst Way. The project site does not include the parcel at the northern tip of the triangular site, nor the parcel at the southwest corner of the triangular site.

The property is located in an area improved with commercial/office uses, and residential uses. Across Brookhurst Street to the east, are office and commercial uses, to the south across Garden Grove Boulevard are commercial uses along with a mixed-use commercial/residential development that is currently under construction, and to the west across Brookhurst Way are commercial uses and multi-family residential.

The Planned Unit Development zoning allows for the development of the 13.9-acre Brookhurst Triangle site with up to 200,000 square feet of commercial/office space and up to 700 residential dwelling units. The proposed mixed-use development is that which is identified in the General Plan Update as Focus Area F and is designated for a combination of commercial, office, and residential uses. The General Plan specifically identified the Brookhurst Triangle under Focus Area F.

The subject site is subject to a Development Agreement approved by the City Council on November 24, 2009 pursuant to Ordinance No. 2760. The Development Agreement is expressly binding on successors in interest and future owners of the property.

The proposed Tentative Tract Map is for the subdivision of the 13.94 acres of land into 8 numbered lots and 15 lettered lots in order to create a subdivision of land for condominium purposes in order to implement the land and building improvements approved under Planned Unit Development No. PUD-123-09.

FINDINGS AND REASONS:

TENTATIVE TRACT MAP:

All findings for approval of the proposed Tentative Tract Map required under Section 9.40.060 (Tentative Maps – Findings Required) of the Garden Grove Municipal Code and State law can be made.

1. The proposed Tentative Tract Map is consistent with the objectives, policies, general land uses, and programs specified in the General Plan, which encourages land subdivision in order to facilitate new development. The subject parcel is of an appropriate size and configuration to allow for the construction of the contemplated mixed-use development consisting of multi-family residential and commercial uses. The proposed tract map and contemplated project is consistent with the General Plan Land Use designation of Residential Commercial Mixed-Use and Focus Area F of the General Plan Land Use Element, which is inclusive of the subject property.
2. The design and improvement of the proposed subdivision is consistent with the Residential Commercial Mixed-Use General Plan designation allowing for a proposal with apartment units, condominium units, commercial space, open space, and on-site circulation in an urban setting. The proposed improvements are also consistent with the maximum intensity and density set forth in Focus Area F of the General Plan Land Use Element, which is inclusive of the subject property. Policies from the General Plan include improving the economic viability of the area by emphasizing appropriate development of vacant properties and consolidation of parcels. The project will improve the site and the economic viability of the Garden Grove Boulevard corridor. The approved design meets the spirit and intent of the Municipal Code for mixed-use subdivision.
3. The site is physically suitable for a residential/commercial mixed-use project as Garden Grove Boulevard has transitioned from its past importance as a primary route to Los Angeles to a corridor with more residential planned unit developments and more neighborhood-serving commercial uses.
4. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably

injure fish or wildlife or their habitat, and the requirements of the California Environmental Quality Act ("CEQA") have been satisfied. The project site was approved under PUD-123-09 for the development of a mixed-use development that included an adopted Mitigated Negative Declaration that allowed for the subdivision of the site thereby facilitating the development of the site as planned under PUD-123-09. The adopted Mitigated Negative Declaration for PUD-123-09 was done in accordance with the requirements and provisions of the California Environmental Quality Act (CEQA).

5. The site is physically suitable for the density of the proposed development. The City's General Plan anticipated mixed-use developments of residential units combined with commercial/office uses. The proposed development is within the density and intensity limits permitted under the General Plan Land Use Designation of MU (Mixed Use) and Focus Area F. As stated in the General Plan, housing on the Garden Grove Boulevard corridor provides convenient access to jobs and activities, and supplies a resident clientele to support commercial sales and services along this thoroughfare. Based on the General Plan Update Housing Element, the estimated number of persons per household is 3.247. This estimate of persons per household does not exceed the population growth for the region. Therefore, the site is physically suitable for the proposed density.
6. The design of the subdivision will not cause serious public health problems. The conditions of approval of on-site and off-site improvements will safeguard the public health.
7. The design of the subdivision is not in conflict with the easements of record or easements established by court judgment acquired by the public-at-large for access through or use of property within the subdivision; if such easements exist, then alternate easements for access or for use will be provided and these will be substantially equivalent to the ones previously acquired by the public. The property is not subject to a Williamson Act contract, an open space easement, or a conservation easement.
8. The design and improvements of the proposed subdivision are suitable for the proposed 674 dwelling units; 66,196 square feet of Commercial space; 271,979 square feet of open space; and, 1,832 parking spaces and the subdivision can be developed in compliance with applicable zoning regulations. The proposed improvements are expressly intended to implement the provisions of Planned Unit Development No. PUD-123-09.
9. The design of the subdivision does provide to the extent feasible, for future passive and natural heating and cooling opportunities.
10. The design, density, and configuration of the subdivision provides a balance between the effect of the subdivision on the housing needs of the region and of public service needs. In addition, the character of the subdivision is

compatible with the design of existing structures and the lot sizes of the subdivision are substantially the same as the lot sizes within this area.

11. The subject property is not located within in a state responsibility area or a very high fire hazard severity zone, the proposed subdivision is served by local fire suppression services, and the proposed subdivision meets applicable design, location, and ingress-egress requirements.
12. The discharge of waste from the proposed subdivision into the existing sewer system will not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board. The conditions of approval for on and off-site improvements will ensure permitted capacity of the public sewer system is not exceeded.

INCORPORATION OF FACTS AND FINDINGS SET FORTH IN STAFF REPORT

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

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

1. That Tentative Tract Map No. TT-17702 does possess characteristics that justify the request in accordance with the Garden Grove General Plan and the Garden Grove Municipal Code.
2. In order to fulfill the purpose and intent of the Municipal Code, and thereby promote the health, safety, and general welfare, the attached Conditions of Approval (Exhibit "A") shall apply to Tentative Tract Map No. TT-17702

Adopted this 6th day of March, 2014

ATTEST:

/s/ GARY LAZENBY
CHAIR

/s/ JUDITH MOORE
SECRETARY

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

I, JUDITH MOORE, Secretary of the City of Garden Grove Planning Commission, do hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Garden Grove, California, at a meeting held on March 6, 2014, by the following vote:

AYES: COMMISSIONERS: (6) ALEJANDRO, BRIETIGAM, LAZENBY,
MARGOLIN, NGUYEN, SILVA
NOES: COMMISSIONERS: (0) NONE
ABSTAIN: COMMISSIONERS: (1) ZAMORA

/s/ JUDITH MOORE
SECRETARY

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

A decision becomes final if it is not timely appealed to the City Council. Appeal deadline is March 27, 2014.

EXHIBIT "A"

Tentative Tract Map No. TT-17702 - 2014

Brookhurst Triangle

CONDITIONS OF APPROVAL

**The following Conditions of Approval shall be binding on and enforceable against, and, whenever used herein, the terms "applicant" or "developer" shall mean and refer to, each of the following: the project applicant, New Age Brookhurst LLC, Kam Sang Company, Inc., the future owner(s) (other than the City of Garden Grove or the City of Garden Grove as Successor Agency to the Garden Grove Agency for Community Development) and tenant(s) of the property developed subject to the Tentative Tract Map, and each of their respective successors and assigns. The mitigation measures identified in the Mitigation Monitoring Program adopted in conjunction with the Mitigated Negative Declaration adopted in conjunction with approval of Planned Unit Development No. PUD-123-09 are attached to and made part of these Conditions of Approval and shall be implemented during construction and installation of all improvements on the subject site.

GENERAL CONDITIONS

1. The applicant shall record a "Notice Of Agreement With Conditions of Approval and Discretionary Permit," as prepared by the City Attorney's Office, on the property. Proof of such recordation is required prior to the recordation of any Final Map. All conditions of approval are required to be adhered to for the life of the project, regardless of property ownership. Any changes of the conditions of approval require approval of the Planning Commission.
2. Approval of this Tentative Tract Map shall not be construed to mean any waiver of: Applicable and appropriate zoning regulations, or any Federal, State, County, and City laws and regulations. Unless otherwise expressly specified, all other requirements of the Garden Grove Municipal Code shall apply. The applicant shall obtain, and abide by, any necessary permits or licenses required to prepare, process and receive Final Map approval including recordation of this map, in compliance with all applicable laws.
3. The approved floor plan, plot plan, building design and colors, parking and circulation of the new subdivision, are integral parts of the decision approving this Tentative Tract Map application. There shall be no change in the design of the plans and the operation of the residential development without the approval of the Community Development Department. Any change in the approved plans or use of the property, that requires

subsequent discretionary review pursuant to law, shall require obtaining the proper entitlement(s) for such action.

4. The applicant shall submit signed letters acknowledging receipt of the decision approving Tentative Tract Map No. TT-17702, and agreement with all conditions of approval.

Fire Department Conditions

5. Fire access roads shall be maintained at a minimum width clearance of 20 feet and a height clearance of 13.5 feet.
6. Vehicle parking shall only be in designated areas, no fire lane shall be blocked or impeded at any time that deters emergency access. All parking structures shall be equipped with a repeater radio system to allow emergency radio usage in any part of any of the parking structures.
7. Submit fire access road on 2006 Auto Cad program and submit to the City's Traffic Engineering Division to ensure that fire apparatus are able to execute turns on the new proposed roadways.
8. An all-weather access road and required fire hydrants shall be put in place prior to the delivery of any combustible material to the site.
9. The new proposed fire hydrants shall be tied into the proper water line(s) and shall be put in place prior to the delivery of any combustible material to the site and the fire hydrant(s) shall have a flow of 1500 gpm at 20 psi. The fire hydrant(s) shall adhere to the City Public Works standards. A list of all materials and piping shall be submitted along with the Underground Plans to the Fire Department prior to building permit issuance.

Engineering Services Division Conditions

10. The applicant shall be subject to Traffic Mitigation Fees.
11. A geotechnical study prepared by a registered geotechnical engineer is required. The report shall analyze the liquefaction potential of the site and make recommendations. The report shall analyze sub-surface issues related to the past uses of the site, including sub-surface tanks and basement and septic facilities. Any soil or groundwater contamination shall be remediated prior to the issuance of a building permit in a manner meeting the approval of the City Engineer in concert with the Orange County Health Department. The report shall make recommendations for pavement design of the interior streets/drive aisles and parking spaces. The report shall also test and analyze soil conditions for LID (Low Impact

Development) principles and implementations, including soil compaction, saturation, permeability and groundwater levels.

12. A separate street permit is required for work performed within the public right-of-way.
13. Grading and street improvement plans prepared by a registered Civil Engineer are required. The grading plan shall be based on a current survey of the site, including adjacent properties, and designed to preclude cross lot drainage. Minimum grades shall be 0.50% for concrete flow lines and 1.25% for asphalt. The grading plan shall also include water and sewer improvements. All fees collected at the time of permit issuance shall be based on the fee schedule in effect at that time.
14. Prior to the issuance of any grading or building permits or prior to recordation upon subdivision of land if determined applicable by the City Building Official, the applicant shall submit to the City for review and approval a Water Quality Management Plan that:
 - Addresses Site Design BMPs such as minimizing impervious areas, maximizing permeability, minimizing directly connected impervious areas, creating reduced or "zero discharge" areas, and conserving natural areas
 - Incorporates the applicable Routine Source Control BMPs as defined in the DAMP
 - Incorporates Treatment Control BMPs as defined in the DAMP
 - Generally describes the long-term operation and maintenance requirements for the Treatment Control BMPs
 - Identifies the entity that will be responsible for long-term operation and maintenance of the Treatment Control BMPs
 - Describes the mechanism for funding the long-term operation and maintenance of the Treatment Control BMPs.

The WQMP may be approved on a phase by phase basis provided all the necessary treatment area can be incorporated within the boundaries of that given phase.

15. Prior to grading or building permit closeout and/or the issuance of a certificate of use or a certificate of occupancy, the applicant shall:
 - Demonstrate that all structural best management practices (BMPs) described in the Project WQMP have been constructed and installed in conformance with approved plans and specifications
 - Demonstrate that applicant is prepared to implement all non-structural BMPs described in the Project WQMP
 - Demonstrate that an adequate number of copies of the approved Project WQMP are available onsite

- Submit for review and approval by the City an Operations and Maintenance (O&M) Plan for all structural BMPs
16. Prior to the issuance of a grading permit, the applicant shall provide a hydrological analysis with scaled map and calculations and hydraulic calculations to size drainage facilities per Orange County RDMD standards. Parkway culverts shall be designed per Orange County standard plan 1309, Type B.
17. All trash container areas shall meet the following requirements:
- Paved with an impervious surface, designed not to allow run-on from adjoining areas, designed to divert drainage from adjoining roofs and pavements diverted around the area, screened or walled to prevent off-site transport of trash: and
 - Provide solid roof or awning to prevent direct precipitation.
 - Connection of trash area drains to the municipal storm drain system is prohibited.
 - Potential conflicts with fire code and garbage hauling activities should be considered in implementing this source control.
 - See CASQA Stormwater Handbook Section 3.2.9 and BMP Fact Sheet SD-32 for additional information.
 - The trash enclosures shall be located to allow pick-up and maneuvering, including turnarounds, in the area of the enclosures.
18. TIES TO HORIZONTAL CONTROL: Prior to recordation of a final tract map, the surveyor/engineer preparing the map shall tie the boundary of the map into the Horizontal Control System established by the County Surveyor in a manner described in Sections 7-9-330 and 7-9-337 of the Orange County Subdivision Code and Orange County Subdivision Manual, Subarticle 18. The surveyor/engineer shall submit record information to the City on Auto Cad DWG format.
19. DIGITAL MAP SUBMISSION: Prior to recordation of a final tract map, the surveyor/engineer preparing the map shall submit to the County Surveyor a digital graphics file of said map in a manner described in Sections 7-9-330 and 7-9-337 of the Orange County Subdivision Code and Orange County Subdivision Manual, Subarticle 18. The surveyor/engineer shall submit record information to the City on Auto Cad DWG format.

20. Prior to recordation of a final tract map, the applicant shall provide corner cut-offs at the two proposed driveways on Brookhurst Street and the one proposed driveway on Garden Grove Blvd. in accordance with City Standard Plan B-107.
21. Prior to the issuance of a precise grading permit, the applicant shall post subdivision bonds commensurate with the applicable project phase to secure on-site and off-site improvements in a manner meeting the approval of the City Engineer. Said bonds shall accompany the final tract map to City Council for acceptance/approval.
22. The applicant shall construct the following improvements concurrent with the project phasing as designated below. The applicant shall be responsible for the maintenance of the landscape in the public right-of-way along Brookhurst Street, Brookhurst Way and Garden Grove Blvd. in a manner meeting the approval of the City Engineer. All handicapped ramps shall be constructed in accordance with City Standard Plan B-108.

Phase I

- a. Prior to occupancy, the applicant shall design and construct raised median improvements on Brookhurst Street to facilitate ingress and egress at the Project Entrance (Lot B) in a manner meeting the approval of the City Traffic Engineer. Said improvements shall include a 100-foot northbound left turn pocket with a 90-foot taper and removal/reconstruction of the northerly median nose in accordance with OCPW Standard Plan 1119. The applicant shall also restrict left turns out of Lot B in a manner meeting the approval of the City Traffic Engineer.
- b. Prior to occupancy, the applicant shall design and construct raised island improvements on northbound Brookhurst Way at Stanford Avenue to prevent left turn movements in a manner meeting the approval of the City Traffic Engineer.
- c. Prior to occupancy, the applicant shall remove the existing sidewalk along Brookhurst Street adjacent to Lots 1 and 2 and construct an 8-foot wide meandering sidewalk on private property per City Standard Plan B-106. Landscaping shall be provided in the public-right-of way in a manner meeting the approval of the Planning Services Manager.
- d. Prior to occupancy, the applicant shall remove the existing sidewalk and driveway approaches along Brookhurst Way adjacent to Lot 1 and construct new a new 6-foot curb separated sidewalk per City Standard Plan B-106. The remaining 6 feet of right-of-way shall be landscaped in a manner meeting the approval of the Planning Services Manager. A

striping plan is required for Brookhurst Way to facilitate the proposed angled parking and the relocation of the centerline striping.

- e. The new driveway to the site from Brookhurst Way shall be constructed per City Standard Plan B-121. The existing power pole shall be removed or relocated by the applicant to facilitate this construction.
- f. Prior to recordation of a final tract map, the applicant shall dedicate 10 feet of right-of-way on Brookhurst Way along the property frontage, fronting Parcel 089-661-05 and partially fronting Parcel 089-661-04, in order to provide a continuous 40-foot half road right-of-way width.

Phase II

- a. Prior to occupancy, the applicant shall remove the power poles (12) in the public right-of way along the east side of Brookhurst Way, from Garden Grove Blvd. to Stanford Avenue, and underground the utilities, in a manner meeting the approval of the City Engineer. The applicant shall be reimbursed for the design and construction costs for those poles (4) not directly fronting the project site by the City.
- b. Prior to occupancy, the applicant shall remove the existing sidewalk and driveway approaches along Brookhurst Way adjacent to Lot 3 and construct new a new 6-foot curb separated sidewalk per City Standard Plan B-106. The remaining 6 feet of right-of-way shall be landscaped in a manner meeting the approval of the Planning Services Manager. A striping plan is required for Brookhurst Way to facilitate the proposed angled parking and the relocation of the centerline striping.
- c. Prior to occupancy, the applicant shall install new streetlights along the east side of Brookhurst Way, from Garden Grove Blvd. to Stanford in a manner meeting the approval of the City Engineer. The applicant shall be reimbursed for the design and construction costs for those streetlights not directly fronting the project site by the City.
- d. The applicant shall dedicate 10 feet of right-of-way on Brookhurst Way along the property frontage, fronting Parcel 089-661-05 and partially fronting Parcel 089-071-24, in order to provide a continuous 40-foot half road right-of-way width.

Phase III

- a. Prior to occupancy, the applicant shall remove the existing sidewalk and driveway approaches along Brookhurst Way adjacent to Lot 4 and construct new a new 6-foot curb separated sidewalk per City Standard Plan B-106. The remaining 6 feet of right-of-way shall be landscaped in a

manner meeting the approval of the Planning Services Manager. A striping plan is required for Brookhurst Way to facilitate the proposed angled parking and the relocation of the centerline striping.

- b. The new driveway to the site from Brookhurst Way shall be constructed per City Standard Plan B-121.

Phase IV

- a. Prior to occupancy, the applicant shall design and construct a traffic signal at the intersection of Brookhurst Street and the Project Entrance (Lot K), in a manner meeting the approval of the City Traffic Engineer.
- b. Prior to occupancy, the applicant shall design and construct raised median improvements on Brookhurst Street to facilitate ingress and egress at the Project Entrance (Lot K) in a manner meeting the approval of the City Traffic Engineer. Said improvements shall include a 150-foot northbound left turn pocket with a 90-foot taper. The median opening just to the south serving 12982 Brookhurst Street shall be removed and new raised median shall be constructed rendering the access right in/right out only. The south bound dual left turn pocket on Brookhurst Street at Garden Grove Blvd. shall be reconstructed/extended to provide a dual 150-foot left turn pocket with a 150-foot taper.
- c. Prior to occupancy, the applicant shall remove the existing sidewalk along Brookhurst Street adjacent to Lot 5 and construct an 8-foot wide meandering sidewalk on private property per City Standard Plan B-106. Landscaping shall be provided in the public-right-of way in a manner meeting the approval of the Planning Services Manager.

Phase V

- a. Prior to occupancy, the applicant shall design and construct raised median improvements on Garden Grove Blvd. to facilitate ingress and egress at the Project Entrance (Lot L) in a manner meeting the approval of the City Traffic Engineer. Said improvements shall include the removal of the existing raised median and the construction of a left-in-only median opening per OCPW Standard Plan 1118. A 100-foot eastbound left turn pocket with a 90-foot taper shall be constructed.
- b. Prior to occupancy, the applicant shall remove the existing sidewalk along Garden Grove Blvd. adjacent to Lot 6 and construct an 8-foot wide meandering on private property per City Standard Plan B-106. Landscaping shall be provided in the public-right-of way in a manner meeting the approval of the Planning Services Manager.

Phase VI

- a. Prior to occupancy, the applicant shall remove the existing sidewalk along Garden Grove Blvd. adjacent to Lot 7 and construct an 8-foot wide meandering sidewalk on private property per City Standard Plan B-106. Landscaping shall be provided in the public-right-of way in a manner meeting the approval of the Planning Services Manager.

Phase VII

- a. Prior to occupancy, the applicant shall remove the existing sidewalk along Brookhurst Street and Garden Grove Blvd. adjacent to Lot 8 and construct an 8-foot wide meandering sidewalk on private property per City Standard Plan B-106. Landscaping shall be provided in the public-right-of way in a manner meeting the approval of the Planning Services Manager.
23. Prior to the issuance of any grading or building permits for projects that will result in soil disturbance of one acre or more of land, the applicant shall demonstrate that coverage has been obtained under California's General Permit for Stormwater Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number. Projects subject to this requirement shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). A copy of the current SWPPP shall be kept at the project site and be available for City review on request.
24. Any new or required block walls and/or retaining walls shall be shown on the grading plans. Block walls shall be designed in accordance to City standards or designed by a professional registered engineer.

Public Works Water Services Division

25. Developer to install 8" C-900 PVC, Class 200, water main and all appurtenance per City Standards within. Water meters and boxes shall be installed by City forces upon payment of applicable fees and after new water system (including water services) pass all bacteriological and pressure tests. Prior to issuance of building permits, Developer shall verify that sufficient water supply is available to serve the improvements.
26. Water system within private streets shall be constructed per City Standards by developer and dedicated to the City. Bonding will be required.
27. Water meters shall be located within the City right-of-way or within dedicated waterline easement. Fire services and large water services 3"

and larger, shall be installed by contractor with class A or C-34 license, per City water standards and inspected and approved by a Public Works inspector.

28. A Reduced Pressure Principle Device (RPPD) backflow prevention device shall be installed the landscape system. Installation of RPPD shall be per City Standards and shall be tested by a certified backflow device tester immediately after installation. Cross connection inspector shall be notified for inspection after the installation is completed. Owner shall have RPPD device tested once a year thereafter by a certified backflow device tester and the test results to be submitted to Public Works, Water Services Division. Property owner must open a water account upon installation of RPPD device.
29. It shall be the responsibility of owner/developer to abandon any existing private water well(s) per Orange County Health Department requirements. Orange County Health Department inspector shall inspect Abandonment(s) after permits have been obtained.
30. A composite utility site plan shall be part of the water plan approval.
31. Owner shall dedicate all rights to underground water without the right to surface entry.
32. Any new or existing water valve located within new concrete driveway or sidewalk construction shall be reconstructed per City Standard B-753.
33. City shall determine if existing water services(s) is/are usable and meets current City Standards. Any existing meter and service located within new driveway(s) shall be relocated at owner's expense.
34. Fire service connections shall have above ground backflow device with a double check valve assembly per City Standard B-773. Device to be tested by a certified backflow device tester immediately after installation and once a year thereafter, and the results to be submitted to Public Works, Water Services Division. Device shall be on private property and is the responsibility of the property owner. The above ground assembly shall be screened from public view as required by the Planning Division.
35. No permanent, structures, trees or deep-rooted plants shall be placed over sewer main or water main.
36. A UPC fixture unit count shall be submitted for meter size verification if additional plumbing fixtures are added to existing structure.

37. Location and number of fire hydrants shall be per submitted and approved design plan.
38. Food grinders (garbage disposal devices) are prohibited per Ordinance 6 of the Garden Grove Sanitary District Code of Regulations.
39. Developer shall install new sewer lateral with clean out at right-of-way line as it pertains to the project. Lateral in Public Right-of-Way shall be 6" minimum diameter extra strength VCP with wedgelock joints. On site sewer main, laterals and appurtenances shall meet California Plumbing Code (CPC) 2013 requirements.
40. Contractor shall abandon any existing unused sewer lateral(s) at street right-of-way on the property owner's side. The sewer pipe shall be capped with an expansion sewer plug and encased in concrete.

Community Development Department Conditions

41. Prior to the issuance of any certificates of occupancy for Phase I, the applicant shall prepare and provide to the City for review and approval, Conditions, Covenants, and Restrictions, maintenance agreement, or other recordable document acceptable to the City ("CC&R's") for the subject site. Two copies of the recorded CC&Rs shall be provided to the City's Planning Division. In accordance with the provisions of PUD-123-09, the CC&Rs shall be all inclusive of the entire development and shall include, without limitation, all PUD-123-09 development standards, the mitigation measures referenced in PUD-123-09 and these Conditions of Approval, operation and maintenance provisions for the entire site, including the Urban Pedestrian Trail and those areas noted within the boundaries of the project site, and other provisions acceptable to the City applicable to both the residential dwelling units and the office and commercial spaces. In the event the applicant files multiple phased Final Maps, the CC&Rs may provide for annexation of property to be covered by future phased Final Maps and related necessary amendments to the CC&R's, provided that the CC&Rs are ultimately inclusive of the entire developed site. All such subsequent annexations and/or amendments shall be subject to review and approval of the City. In addition to the foregoing, the CC&Rs shall include the following: Provisions for common maintenance of all landscape areas, including landscaping and landscape lighting within the public right-of-way, driveways, and parking areas.
 - a. Provisions for reciprocal access and parking between properties, as applicable.

- b. Best Management Practices shall be incorporated to detour and/or abate any graffiti vandalism throughout the project and the life of the project.
- c. Provisions providing for the tenant/property owner(s) a means of contacting persons responsible for site maintenance, repairs, trash pick-up, and other related matters for a development of this type. This also includes ensuring tree overhangs do not block or hinder any vehicles such street sweepers, trash trucks, fire trucks, etc. from maneuvering on the streets within the project.
- d. The Conditions of Approval for Tentative Tract Map No. TT-17702-2014 shall be incorporated into the CC&Rs, and provisions corresponding to any applicable Conditions of Approval shall be included in the CC&Rs.
- e. The following provisions shall be included within the CC&R's (in substantially the same form as below or as otherwise approved by the City Attorney):
 - i. Compliance with Stormwater Quality Regulations. The Homeowner's/Property Owner's Association shall implement, and fund implementation of, the Operation and Maintenance ("O&M") Plan for the Property, which was approved by the City as part of the Water Quality Management Plan ("WQMP") required for development of the Property, and shall operate and maintain the Best Management Practices ("BMPs") described in the O&M Plan for the Property, which includes:
 - a. Description of all post-construction BMPs (non-structural and structural),
 - b. Description of the Property owner's(s') responsibilities and required training of persons performing BMP implementation, operation and maintenance,
 - c. Implementation frequency and operating schedule,
 - d. Inspection/maintenance frequency and schedule,
 - e. Specific maintenance activities,
 - f. Required permits from resource agencies, if any,
 - g. Forms to be used in documenting implementation, operation and maintenance activities,
 - h. Recordkeeping requirements.

A copy of the approved O&M Plan is described in the current WQMP for the Project, as it may be amended from time to time according to its terms, which is on file with the City of Garden Grove Community Development Department, and is incorporated herein by

this reference. The Association shall maintain a copy of the current WQMP at a location on the Property.

The Property shall be, and the Homeowner's / Property Owner's Association shall ensure that the Property is, used and maintained in full compliance with the provisions of the O&M Plan and Chapter 6.40 (Stormwater Quality) of the Garden Grove Municipal Code, as it may be amended. The City shall have the right to inspect the Property for the purpose of verifying compliance with this provision. The City of Garden Grove shall be an intended third-party beneficiary to this provision. The City shall have the right and authority, but not the obligation, to enforce this provision by any legal or equitable means, or by any method available to the Property owners as provided elsewhere in the Declaration, against the Declarant, Homeowner's Association, Owners, their successors and assigns, or other persons in possession of the Property. This provision shall not be amended or terminated without the written approval of the City of Garden Grove Community Development Department.

- ii. Enforcement: The City is hereby made a party to these CC&Rs solely for purposes of enforcing its provisions, the Conditions of Approval of Tentative Tract Map No. TT-17702-2014, and the provisions of Planned Unit Development No. PUD-123-09. The City, its agents, departments and employees shall have the unrestricted right and authority, but not the obligation, to enforce the provisions of these CC&Rs, the Conditions of Approval of Tentative Tract Map No. TT-17702-2014, and the provisions of Planned Unit Development No. PUD-123-09. In the enforcement of these CC&Rs, the City shall not be limited to the procedures or processes described in these CC&Rs and may use any remedy provided under law or equity, including the City's Municipal Code. The City, its agents, departments and employees may further refuse to issue any building, electrical or plumbing permit that may be in violation of these CC&Rs, the Conditions of Approval of Tentative Tract Map No. TT-17702-2014, and the provisions of Planned Unit Development No. PUD-123-09. However, the City shall not be liable for failing or refusing to enforce the provisions of these CC&Rs, the Conditions of Approval of Tentative Tract Map No. TT-17702-2014, and the provisions of Planned Unit Development No. PUD-123-09. The alternative dispute resolution provisions set forth in Section / Article [SECTION] of these CC&Rs shall not apply to or legally bind the City.

- iii. Assessments: The City may levy special assessments against the properties in connection with its actions to enforce the conditions of these CC&Rs, the Conditions of Approval of Tentative Tract Map No. TT-17702-2014, and the provisions of Planned Unit Development No. PUD-123-09, or to abate the violation thereof. The City shall have the same power as the Association [*or other appropriate entity*] to levy special assessments pursuant to the provisions of [SECTION] of these CC&Rs in the event that it incurs expenses in the enforcement of the conditions of these CC&Rs, the Conditions of Approval of Tentative Tract Map No. TT-17702-2014, or the provisions of Planned Unit Development No. PUD-123-09. Notice of intention to make such assessment shall be mailed by the City to the Owner of each affected [LOT/UNIT] affording the Owner thirty (30) days' notice to satisfy or reimburse the City's expenditure. In the event of the failure of any Owner of any affected [LOT/UNIT] to reimburse the City within thirty (30) days, notice of such assessment shall be mailed by the City to said Owner, and said assessment shall thereafter be due as a separate debt to the City within thirty (30) days following the mailing of such notice. Any such delinquent assessment may be and may become a lien upon the interest of the defaulting Owner in the Lot upon the execution by the City and the recording in the Orange County Recorder's office of a notice of delinquent assessment under the same conditions that the Association could record the same pursuant to the provisions of [SECTION]. The City may foreclose on such notice of delinquent assessment in the same manner and with the same power as the Association could foreclose on such notice pursuant to the provisions of [SECTION]. It is the intent of Declarant, which intent shall be binding upon all of Declarant's successors in interest in the Properties, that the City shall be deemed an interest holder pursuant to the provisions of these Declarations in order to enforce the rights which have been given to the City generally in these Declarations and specifically pursuant to this Section.
- iv. Attorneys' Fees: The City shall be entitled to recover its attorneys' fees incurred in connection with its actions to enforce the conditions of these CC&Rs, the Conditions of Approval of Tentative Tract Map No. TT-17702-2014, and the provisions of Planned Unit Development No. PUD-123-09, or to abate the violation thereof.
- v. Public Safety Access: The Police and Fire Department personnel may enter upon any part of the common area

and/or portion of the property generally held open to the public for the purpose of enforcing State and Local laws.

42. Modification/Termination. These CC&Rs shall not be terminated or substantially amended without the prior written approval of the City of Garden Grove Community Development Department.
43. The Applicant shall comply with all terms of Development Agreement No. DA-123-09, including, but not limited to, payment of all fees set forth therein. Applicant's express agreement to comply with all terms of Development Agreement No. DA-123-09, including, but not limited to, payment of all fees set forth therein, shall be a condition of approval of the Final Map.
44. The applicant shall, as a condition of Project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, or proceeding against the City, its officers, agents, employees and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body, or City staff action concerning Tentative Tract Map No. TT-17702 or Development Plans pursuant to Planned Unit Development No. PUD-123-09 and/or Development Agreement No. DA-123-09 (collectively, the "Project entitlements"). The applicant shall pay the City's defense costs, including attorney fees and all other litigation related expenses, and shall reimburse the City for court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award, which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. Notwithstanding the foregoing, in the event any legal action or proceeding is filed against the City and/or applicant, seeking to attack, set aside, void or annul any of the Project entitlements, applicant shall have the right and obligation to either: (1) defend the City with legal counsel mutually selected by the applicant and the office of the City Attorney; or (2) request that the City rescind the entitlement approvals, in which case the applicant would have no obligation to defend or indemnify the City; however, applicant shall reimburse the City for any costs incurred or assessed against the City as a result of the filing of such legal action or proceeding, provided the City acts promptly to rescind the entitlements.
45. The applicant shall be subject to In-Lieu Park Fees and/or the dedication of land for the purpose of providing parks and recreational facilities for future inhabitants of said subdivision in accordance with Garden Grove Municipal Code Section 9.40.140.C.

46. The applicant shall submit a complete landscape and irrigation plan. The plan shall be submitted to, and be approved by, the Community Development Department, Planning Services Division prior to the issuance of building permits. The landscaping plan shall comply with all the landscaping requirements as specified in Title 9 of the City of Garden Grove Municipal Code.
47. A complete, permanent, automatic remote control irrigation system shall be provided for all landscape areas shown on the plan. Subsurface irrigation systems are encouraged. The irrigation plan for the trees planted in the setback areas, adjacent to the sidewalks, shall have a deep-water irrigation system that shall be specified on the landscape plan. If sprinklers are used, they shall be low flow/precipitation sprinkler heads for water conservation.
48. Landscaping treatment shall be installed within the front setback areas. The landscaping shall incorporate a mixture of groundcover, flowerbeds, shrubs, and trees. The landscaping shall be done in a manner to reduce, deter and/or prevent graffiti. The Community Development Department shall review the type and location of all proposed trees.
49. The Landscape plan shall incorporate the elements and define the urban pedestrian trail in and around the subject site as each phase is developed. Said plan is subject to the Community Development Department approval and shall incorporate several elements. These elements are benches, markers to delineate the path as well as indicating distances, and shall be well lighted but not to cause light and glare problems for surrounding problems. The plan shall also show incorporation of the new urban pedestrian trail with the existing sidewalks to the north of the subject site on both Brookhurst Street and Brookhurst Way.
50. A new block wall shall be constructed along the northerly property line/boundary of the development. The new wall shall be decorative such as split face block and shall have matching cap treatment, color and texture, and continuity in height with the first phase building architecture of phase 1.
51. All construction drawings are subject to the latest edition of the California Building Code.
52. All USA markings in the public right-of-way shall be removed at the completion of the project. The site shall be maintained free of graffiti throughout the duration of the project.
53. To enhance the lighting effect of the interior of all parking structures, interior columns and walls shall be painted light warm colors (white/light colors) to further lighten these interior spaces.

54. The Conditions of Approval set forth herein include certain development impact fees and other exactions. Pursuant to Government Code §66020(d), these Conditions of Approval constitute written notice of the amount of such fees. The applicant is hereby notified that the 90-day protest period, commencing from the date of approval of Tentative Tract Map No. TT-17702, has begun.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

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

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

Subject: Approval of a Memorandum of Understanding with the County of Orange for County funding for the construction and operations of the future Central Cities Navigation Center. (*Action Item*) Date: 11/15/2022

OBJECTIVE

For the City Council to approve a Memorandum of Understanding with the County of Orange for funding commitment of \$11.55 million for the construction and operations of the future Central Cities Navigation Center located within the Central Service Planning Area.

BACKGROUND

Furthering the City's efforts in addressing homelessness, a series of goals and action items have been identified in 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 additional action items implemented since approval of both CSPAH and comprehensive Memorandum of Understanding (MOU) with the cities of Fountain Valley and Westminster in October.

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	Provide Street Outreach services in coordination with the Garden Grove Police Department - Special Resource Team (SRT) and a local non-profit to support individuals

	OUTREACH	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 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 a new 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 \$11.55M
10	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	(OCTOBER 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	(OCTOBER 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	(OCTOBER UPDATE) TRI-CITIES MOU	Completed negotiations of the comprehensive Memorandum of Understanding (MOU) 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	(OCTOBER 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. https://www.westminster-ca.gov/departments/city-

15	(NEW UPDATE) EXECUTED TRI-CITIES MOU	manager/navigation-center City of Westminster approved the comprehensive MOU at their October 26, 2022 Council meeting. City of Fountain Valley approved the comprehensive MOU at their November 1, 2022 Council meeting. The comprehensive Tri-Cities MOU has been fully executed.
16	(NEW UPDATE) RFP FOR NON-PROFIT SERVICE PROVIDER	Solicitation for non-profit service provider for the operation of the future Central Cities Navigation Center was released on October 17, 2022. Formal proposals are due November 17, 2022. https://ggcity.org/navigation-center
16	(NEW UPDATE) PROGRAM TREASURER	The City of Garden Grove shall serve as the first Program Treasurer during project construction.
17	(NEW UPDATE) PROPERTY ACQUISITION	The City completed escrow closing of the future Central Cities Navigation Center located at 13871 West Street. An interim lease is in effect with the current owner, West St Investment LLC, for a period of ninety (90) days.
19	(NEW UPDATE) COMMUNITY ENGAGEMENT	City of Fountain Valley to host a community meeting on November 16, 2022 to share information about the future Central Cities Navigation Center. https://www.fountainvalley.org/1441/Central-Cities-Navigation-Center

DISCUSSION

In October 2022, the City Council approved the comprehensive MOU with the Cities of Fountain Valley and Westminster in which the fundamentals of a collaborative partnership for programmatic, operational criteria and fiscal components of the future Central Cities Navigation Center were formalized. 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 has since been executed by all Parties.

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. The Cost Allocation Plan outlined in the comprehensive MOU is described in two parts for (1) acquisition/construction and (2) annual operations as described below.

Parties			PART 1	PART 2
	Cost Allocation Plan		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

For consideration this evening is the Memorandum of Understanding with the County of Orange (County MOU) that establishes the cooperative funding agreement for construction and operation of the future Central Cities Navigation Center. This County MOU is reflective of the County's commitment of funding for the Central Service Planning Area of Orange County. County funding for the future Central Cities Navigation Center is committed in two parts. Through this County MOU, the County has committed to fund a one-time allocation of \$5.3 million toward tenant improvements and Fixtures, Furniture and Equipment (FF&E), and an annual contribution of \$625,000 for on-going, annual operations over a period of ten (10) years. The total County funding commitment amounts to \$11.55 million.

FINANCIAL IMPACT

There is no impact to the General Fund. Additional County commitment and funding would augment funding for construction and operational costs for the future Central Cities Navigation Center. Funds have been budgeted in the Biennial Budget for FY 2021-2022 and FY 2022-2023 for the Navigation Center project.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Memorandum of Understanding with County of Orange for funding commitment of \$11.55 million for the construction and operations of the future Central Cities Navigation Center; 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
Memorandum of Understanding	11/10/2022	Agreement	MOU_between_the_County_and_GG_(FINAL)_111022.pdf

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is dated as of December 6, 2022 and entered into by and between the **COUNTY OF ORANGE**, a political subdivision of the State of California,, acting through its County Executive Office (CEO) hereinafter referred to as "County," and the **CITY OF GARDEN GROVE**, a municipal corporation, hereinafter referred to as "City". The City and County are sometimes referred to hereinafter individually as a "Party" and collectively as the "Parties." The "Effective Date" of this MOU is the date this agreement is fully executed by the Parties.

RECITALS

A. The City and County have been working cooperatively to assist and address issues related to homelessness. To that end, the City has identified the need to build and operate a new year-round navigation center called the *Central Cities Navigation Center* ("CCNC") that will provide up to 100 beds. The CCNC will provide temporary housing to individuals, adults ages 18 and older, experiencing homelessness in the Cities of Garden Grove, Fountain Valley and Westminster, hereinafter collectively referred to as "Cities".

B. The Parties agree that in order to address the issues related to homelessness, the Cities have committed to develop and operate the CCNC as identified in **Exhibit 1**, and that the County agrees to provide funding to the City for the rehabilitation and operation of the CCNC on their identified site that is located at 13871 West Street, Garden Grove, California ("Site").

C. Separate from and prior to the date of this this MOU, between June to November 2022 the three Cities negotiated and entered into two memorandums of understanding related to the CCNC (together, "Cities' MOU") that set forth the mutual objectives, funding obligations, allocation of performance tasks, operational duties, and other rights and responsibilities of each of the Cities for the first ten (10) years, including without limitation: (i) City acquisition of the Site, land with existing industrial, which, once renovation completed, will be operated as the CCNC, (ii) City designated as "Host City" and "lead agency" to cause and complete acquisition, rehabilitation, modification, repair, installation of furniture, fixtures and equipment (FF&E), and overall renovation and construction of the CCNC, and (iii) City will be lead agency for operation, and ongoing cleaning, maintenance and repair of the CCNC.

D. To that end, the County agrees to provide to City \$11,550,000 of funding for the development and operation of the CCNC, in two tranches: (i) a one-time payment of \$5,300,000 to be used by the City for the startup, renovation, rehabilitation, repair, improvement and overall construction of the CCNC ("Rehabilitation Funds"), and (ii) \$6,250,000 to be disbursed in ten (10) installments of \$625,000 ("Operation Funds") for startup and operational costs, based on the terms and conditions set forth in this MOU and

in accordance with the payment schedule set forth in **Exhibit 3**. The Rehabilitation Funds and the Operation Funds (total \$11,550,000) are collectively referred to hereinafter as "Funds".

E. Under both the Cities' MOU and this MOU, the City agrees to operate the CCNC on the Site as identified in **Exhibit 1** as a year-round navigation center for a minimum of ten (10) years from the Operation Date, as defined below.

F. The purpose of this MOU is to provide the basic understanding between the Parties with respect to the Funds and to set forth basic provisions that the Parties contemplate, including minimum requirements regarding the operation of the CCNC on the Site by the City (and cooperatively by the Cities.)

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties hereto agree as follows:

I. **EXHIBITS:** This MOU is comprised of the terms and conditions herein, including the following exhibits that are attached hereto and incorporated herein by this reference:

- a. **Exhibit 1** – List of Site
- b. **Exhibit 2** – County Standards of Care for Emergency Shelter Providers
- c. **Exhibit 3** – Payment Schedule
- d. **Exhibit 4** – Drug Free Workplace Certification

II. **TERM, TERMINATION AND RECAPTURE:**

- a. **Term:** The term of this MOU shall commence on the Effective Date, and end on December 31, 2034, unless earlier terminated pursuant to the provisions of Paragraph II.b. and II.c. below; however, the Parties shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, reporting and confidentiality. The "Operation Date" shall mean the date on which the CCNC at the Site starts operating as a year-around navigation center.
- b. **Termination:** In addition to any other remedies or rights they may have by law, the Parties have the right to immediately terminate this MOU without penalty for cause, or after sixty (60) days' written notice without cause. Cause shall be defined as any material breach of any provision of this MOU, any misrepresentation or fraud on the part of any Party, or termination by the County pursuant to Section IV.f., below. The Parties may exercise their right to terminate the MOU, for cause, without liability, fee, cost, expense, penalty, or charge of any kind.
- c. **Recapture of Funds:**

- i. If the County in its sole discretion which cannot be unreasonable determines that any portion of the Rehabilitation Funds has been used by the City for any purpose other than construction, renovation, or rehabilitation of the CCNC at the Site, the County has a right to terminate this MOU immediately. In such event of termination, the City shall repay to the County (A) an amount equal to the misused portions of the Rehabilitation Funds expended for any purpose other than construction, renovation, or rehabilitation of the CCNC at the Site as contemplated by this MOU (and the three Cities' MOU), and (B) the prorated portion of the annual installment of Operation Funds remitted as of the date of such termination, pursuant to this Section II.c.
- ii. If during the Operation Term (as defined below), the City ceases to operate the CCNC at the Site as required hereunder, and not solely based on the default of the County, whether or not this MOU has previously been terminated, the City shall return to the County (A) one-twelfth (1/12) of \$625,000 received by the City (i.e., 1/12th of the annual Operation Funds payment) for each month remaining in the County's fiscal year for which the Operation Funds were intended commencing from the date on which the City ceased operation of the CCNC at the Site. For example, the County pays the City \$625,000 as an annual installment of part of the Operation Funds, and then the City ceases operation of the CCNC on December 31 of that fiscal year, then \$312,500 (i.e., 1/12 x 6 months or ½ of \$625,000) shall be repaid by the City to the County. Additionally, in the event the City ceases to operate the CCNC at the Site as required hereunder, and not based on the default of the County, then the City shall return to the County (A) one-tenth (1/1) of \$5,300,000 received by the City (i.e., 1/10th of the Rehabilitation Funds) for each year remaining on the MOUs commitment to operate the CCNC at the Site. For example, the County pays the City \$5,300,000 for Rehabilitation Funds, and the City ceases operations of the CCNC in violation of this MOU on Year 6 (FY2028-2029) of this MOU, then the City shall repay the County forty percent (40%) of the Rehabilitation Funds.
- iii. Upon receipt of a notice of demand to recapture Funds, the City shall within 60 days return all Funds identified in this Section II.c. to the County. All references to the fiscal year in this MOU shall be the County's fiscal year starting July 1 of each year and ending June 30 of the following year.

III. CITY'S RESPONSIBILITIES:

- a. The City shall provide the County with thirty (30) days' prior written notice of its intended Operation Date of the CCNC at the Site ("Notice of Operation Date"). The receipt of Notice of Operation Date is a condition precedent to be satisfied to require the County to remit to the City its Second Payment of the Funds, as defined and

further described in IV. below. The actual Operation Date shall be confirmed in writing upon request by County.

- b. The City shall operate the CCNC at the Site as a low barrier year-round navigation center for ten (10) years from the Operation Date ("Operation Term"). The City shall provide the County with the name of the operator and must procure the operator, pursuant to requirements as set forth in the applicable local, state, and federal statutes and regulations including but not limited to requirements set forth pursuant to and related to the source of the Funds identified by the County. Pursuant to Section V. below, as of the Effective Date, the County identifies the source of the Funds under this MOU as American Rescue Plan Act of 2021 ("ARPA") monies, which source impacts the City's eligible activities or City's operation of the CCNC under this MOU. The City agrees to comply with the ARPA requirements in performance under this MOU. The County will notify the City in writing of each and any change or changes in the source of the Funds remitted by the County to the City pursuant to this MOU during the Term. After receiving such notice, the City must comply with all applicable local, state, federal statutes and regulations and all other applicable requirements of the source of the Funds within 60 days, or such longer period as reasonably necessary and allowable under the applicable program funding source or sources.
- c. ARPA Grant funds awarded to City pursuant to this MOU as either Rehabilitation Funds or Operation Funds must be used solely for the purposes identified herein. In accordance with Section X.a., City agrees to indemnify, defend, and hold harmless the County of Orange for any sums the State or Federal government contends or determines City used in violation of this MOU and/or any applicable funding requirements. City shall immediately return to the County any funds the County or any responsible State or Federal agency, including the Department of Treasury, determines the City has used in a manner that is inconsistent with this MOU and/or any applicable funding requirements. The provisions of this paragraph shall survive termination of this MOU.
- d. The City warrants, represents, and covenants that Funds will be used for: (i) the Rehabilitation Funds for rehabilitation, renovation, or construction of the CCNC at the Site, and (ii) the Operation Funds for operation of the CCNC at the Site, and the Funds cannot be used for costs associated with activities in violation of any law or for any activity inconsistent with the requirements and purposes set forth in this MOU. The City hereby warrants, represents, and covenants that the City will comply with all applicable local, state or federal guidelines, regulations, requirements and statutes and will comply with all laws and regulations related to the source of the Funds to be remitted and transferred by the County to the City pursuant to this MOU.
- e. In operating the CCNC at the Site, the City shall be responsible for acquiring and complying with all necessary land use approvals, permits and licenses required for the acquisition, renovation, and/or operation of the CCNC at the Site. The City shall provide

the County with the copies of all approvals, permits and licenses within thirty (30) days of a written request by the County. The City shall maintain the copies of all of the City's invoices and documents related to its use of Rehabilitation Funds and shall provide to County copies of all such City invoices and documents related to construction, renovation, or rehabilitation of the CCNC at the Site and use of Rehabilitation Funds, within thirty (30) days of a written request by the County.

- f. The City must maintain the City's records related to the operation and finance of the CCNC and the Site for five (5) years and agrees to provide the records to the County within thirty (30) days of the County's request.
- g. The City will operate the CCNC in accordance with this MOU and the County of Orange's Standards of Care for Emergency Shelter Providers (**Exhibit 2**).

IV. COUNTY'S RESPONSIBILITIES:

- a. **First Payment of Operation Funds:** Within thirty (30) days after the receipt of Notice of Operation from the City, County shall provide the City with the first payment of \$625,000 allocable from the Operation Funds ("First Payment"). The First Payment can be used for costs associated with startup costs related to the renovation and tenant improvements of the facility, and operation of the Site.
- b. **Second Payment of Operation Funds:** Within thirty (30) days after the one-year anniversary of the receipt of Notice of Operation Date from the City, or within 30 days after the start of County's fiscal year 2024-2025 (July 31, 2024, to June 30, 2025), whichever is earlier, County will provide the City \$625,000 as the second payment of Operation Funds ("Second Payment").
- c. **Subsequent Payments of Operation Funds:** Subject to all other requirements and provisions of this MOU, subsequent to the Second Payment, and on an annual basis for eight (8) payments only, the County will provide the City as it remains in full compliance with the requirements of this MOU with an annual payment of \$625,000 of Operation Funds pursuant to Payment Schedule, **Exhibit 3** ("Subsequent Payments"). The City acknowledges and understands that such Subsequent Payments are contingent on the City's maintaining full compliance with the terms and conditions of this MOU throughout the term of this MOU.
- d. **One-Time Payment of Rehabilitation Funds to City:** Within ninety (90) days after full execution of this MOU, County will pay to the City \$5,300,000, i.e., the full amount of Rehabilitation Funds, to be used by the City for the startup, renovation, rehabilitation, repair, improvement, and overall construction of the CCNC at the Site. If the City indicates that the source of Rehabilitation Funds that County identified for its payment under this MOU impacts the City's eligible activities under this MOU, and to the extent that alternate funding sources are available, the County will notify the City in writing of any new or modified source of the Rehabilitation Funds. Additionally, the

City, to the extent possible in compliance with the funding source(s), will notify the County of any timing problems and issued that may impact funding source compliance.

- e. Parties hereby acknowledge that the County may provide the Funds to the City solely subject to the requirements set forth in this MOU.
- f. Subject to the County making the First Payment and the Second Payment of Operation Funds, the Parties acknowledge and agree that County is only obligated to provide the Subsequent Payments of the Operation Funds each fiscal year, contingent upon annual approval and appropriation of funding through the County's budget by the Orange County Board of Supervisors. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may terminate or modify this MOU without any liability, fee, cost, expense, penalty, or charge of any kind, except that in the event of a termination of this MOU pursuant to this section, the County shall provide sixty (60) days' worth of funds, and thereafter shall have no further obligations hereunder. In the event the County fails to appropriate the Funds to make the Subsequent Payments, the City may cease performance under and terminate this MOU, with no obligation to return any Funds to the County pursuant to the Recapture of Funds provisions in Section II.c.ii. so long as the City continues to operate the Site as CCNC..
- g. If the City is in Default, it shall return all or a prorated amount of Funds received by the City, pursuant to Recapture of Funds, Section II.c.. The City will be in material breach of this MOU, if, prior to transfer of any portion of the Funds or throughout the Term of this MOU, the City, among other actions or inaction: (1) fails to operate the CCNC at the Site as a navigation center; or (2) fails to comply with any of the requirements set forth in this MOU, or (3) the City fails to use Rehabilitation Funds for rehabilitation, renovation or construction of the CCNC at the Site.
- h. The obligations and participation of the County under this MOU shall be limited solely to the discretionary issuance of the Funds to the City in accordance with the requirements of this MOU. The Parties agree the County's (inclusive of the County's affiliates, subcontractors, employees, officers, directors, elected and appointed officials, and those special districts and agencies which County's Board of Supervisors acts as the governing Board) liability arising under or related to this MOU, is limited and disclaimed in full. In no event shall the County be liable or responsible for any type of claim, damage (including but not limited to exemplary, punitive, indirect incidental, and consequential damages), or liability regardless of the form of the action or the theory of recovery, whether in contract or in tort or otherwise.

V. AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) FUNDING

- a. ARPA was passed by Congress and signed into law by the President of the United States on March 11, 2021; and under the State and Local Fiscal Recovery Funds

(SLFRF) program, enacted as part of (ARPA), more than \$350 billion in emergency funding was distributed to state, local, territorial, and Tribal governments with the County receiving a total of \$616.8 million in two equal allocations of SLFRF funds. The ARPA provides that SLFRF funds may be used to replace lost public sector revenue to pay for government service expenses that are incurred during the period that begins on March 3, 2021, and ends on December 30, 2024. On January 6, 2022, the United States Department of Treasury released its Final Rule for the SLFRF program, which among other things, authorizes State and local government recipients to use SLFRF funds to replace lost public sector revenue and use such funding to provide government services up to the amount of revenue loss due to the pandemic.

- b. The City has requested funding from the County to better address homelessness in its community and support people experiencing homelessness secure permanent housing; and in order to assist the City in the provision of government services, the Parties have agreed that the County will partially fund this MOU with ARPA funding.
- c. Funds provided are federal funds and subject to the Single Audit Act of 1984. The following information is provided in accordance with the Single Audit Act. The City must utilize the Funds in accordance with all Federal and State laws, including but not limited to the ARPA, codified at 42 U.S.C. § 802, *et seq.*, and all applicable regulations and guidelines implementing ARPA, including, but not limited to, the regulations issued by the Department of Treasury ("DOT") at 31 CFR Part 35 regarding costs that are payable from SLFRF Funds and all ARPA and SLFRF-related guidance.

Grant Amount	\$11,550,000.00
Entity Name:	City of Garden Grove
City Contact Information	Lisa Kim (714) 744-5148 lisak@ggcity.org
Unique Entity Identifier (UEI)	Y1NYWMLHKNM7
Awarding County Agency	County Executive Office
County Contact Information	Zulima Lundy (714) 834-6805 zulima.lundy@ocgov.com
Assistance Listing Number (ALN) / Name	21.027 / Coronavirus State and Local Fiscal Recovery Funds
Federal Award Identification Number (FAIN)	SLFRP1607
Awarding Federal Agency	US Treasury Department
Indirect Cost Rate	10% MTDC or Federally Approved Rate

- d. **Office of Management and Budget (OMB) Guidance.** The City must comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards per 2 CFR Part 200 (the "Uniform Guidance"), including, but not limited to, the procurement standards set forth in 2 CFR 200.318 through 2 CFR 200.327 when using the Funds to procure goods and services.
- e. **Single Audit Act.** Since Federal funds are used in the performance of this MOU, Agency must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 *et seq.*), OMB Circular A-133 and any administrative regulation or field memoranda implementing the Act.
- f. **SAM.gov Requirements.** City is required to have an active registration with the System for Award Management ("SAM") (<https://www.sam.gov>).

VI. RECORD MAINTENANCE. City shall maintain records in their original form in accordance with requirements prescribed by the County with respect to all matters specified in this MOU. Original forms are to be maintained on file for all documents specified in this MOU. Such records must be retained for a period of four (4) years after termination of this MOU and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. Records, in their original form pertaining to matters covered by this MOU, must be retained within the County of Orange unless authorization to remove them is granted in writing by the County.

VII. RECORD INSPECTION. At any time during normal business hours and as often as either the County, Inspector General acting pursuant to the Inspector General Act of 1978, or the Auditor General of the State of California may deem necessary, City must make available for examination all its records with respect to all matters covered by this

MOU. The County, Inspector General, and the Auditor General of the State of California each have the authority to audit, examine and make excerpts or transcripts from records, including all City's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this MOU. City agrees to provide any reports requested by the County regarding performance of this MOU. With respect to inspection of City's records, the County may require that Beneficiary provide supporting documentation to substantiate City's expenses with respect to the City's use or expenditure of monies provided by the County to the City under this MOU.

VIII. INDEPENDENT CONTRACTOR. City shall be considered an independent contractor and neither the City, its employees, nor anyone working under the City shall be considered an agent or an employee of County. Neither the City, its employees nor anyone working under the City shall qualify for workers' compensation or other fringe benefits of any kind through County.

IX. PERMITS, LICENSES, APPROVALS AND LEGAL OBLIGATIONS. City shall be responsible for obtaining all permits, licenses, and approvals required for performing any work under this MOU. City shall be responsible for observing and complying with any applicable Federal, State, or local laws, or rules or regulations affecting any such work. City shall provide copies of permits and approvals to the County upon request.

X. MISCELLANEOUS

- a. The City agrees to indemnify, defend with counsel approved in writing by the County, and hold the County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands, liability of any kind or nature, including but not limited to personal injury or property damage, misuse of Funds, anything arising from or related to this MOU provided by the City. If judgment is entered against the City, Cities and/or the County by a court of competent jurisdiction because of the negligence of the County or the County Indemnitees, the City and the County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.
- b. The City shall have no right to assign this MOU without the express prior written approval of the County. This MOU shall be binding upon and inure to the benefit of the Parties and their permitted successors, assigns and legal representatives.
- c. This MOU (including for the purpose of clarity, the recitals to this MOU), and its Exhibits and Attachments, collectively contain the entire agreement between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes, or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental agreements or contracts by any County employee or agents shall not be valid or binding on County.
- d. No alteration or variation of the terms of this MOU shall be valid unless made in

writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on any of the Parties; and no exceptions, alternatives, substitutes, or revisions are valid or binding on County unless authorized by County in writing.

- e. The City warrants, represents, and covenants that performance required of the City individually under this MOU shall fully comply, at their own expense with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the City's performance at the time of the said performance. The City acknowledges the County is relying on the City to ensure such compliance, and pursuant to the requirements of paragraph a. of Section VI above, the City agrees that it shall defend, indemnify and hold the County and the County Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- f. The City hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in **Exhibit 4**, attached hereto and incorporated herein by reference.
- g. Notices or other communications, which may be required or provided under the terms of this MOU, shall be given as follows:

City: City of Garden Grove/City Manager's Office
11222 Acacia Parkway
Garden Grove, California 92840
Attention: Scott C. Stiles, City Manager

County: County of Orange/County Executive Office
Procurement and Contract Services
400 W. Civic Center Drive
Santa Ana, California
Attention: County Procurement Office

All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this MOU, addressed in any other fashion shall be deemed not given. The Parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

XI. CONFLICT OF INTEREST

The City shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to City; the City's employees, agents, and subcontractors associated with accomplishing work and services hereunder. City's efforts shall include, but not be limited to establishing precautions to prevent its employees,

agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

XII. POLITICAL ACTIVITY

The City agrees that the funds provided herein will not be used to promote, directly or indirectly, any political party, political candidate, or political activity, except as permitted by law.

XIII. SIGNATURE COUNTERPARTS

The Parties agree that separate copies of this MOU may be signed by each of the Parties, and this MOU will have the same force and effect as if the original had been signed by all Parties. City represents and warrants that the person executing this MOU on behalf of and for City is an authorized agent who has actual authority to bind City to each and every term, condition and obligation of this MOU and that all requirements of City have been fulfilled to provide such actual authority.

XIV. GENERAL PROVISIONS

- a. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between County and any participant participating in this program, or any of City's agents or employees.
- b. This MOU, with its Exhibit(s) and Attachment(s) incorporated herein by reference, represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.
- c. This MOU 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 MOU, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do 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.
- d. The City warrants that it and its Personnel, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, and all other appropriate governmental agencies to perform the services described in this MOU, and agrees to maintain, and require its Personnel to maintain, these licenses and permits in effect for the duration of this MOU. City must notify County within one (1) business day of any change in license or permit status (e.g., becoming expired,

inactive, etc.).

- e. In the performance of this MOU, City shall comply with all applicable laws and regulations of the United States, State of California, County of Orange, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.
- f. In the performance of this MOU, City may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of County. Any attempted delegation or assignment without prior written consent shall be void.
- g. The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the meaning of this MOU.

[signature page follows]

WHEREFORE, the Parties hereto have executed the Memorandum of Understanding in the County of Orange, California.

By: _____

Douglas Becht
County of Orange, County Executive Office
Office of Care Coordination

Dated: _____

Approved As To Form
CEO Counsel
County of Orange, California

By: _____
Deputy

Dated: _____

By: _____

Scott C. Stiles, City Manager
City of Garden Grove

Dated: _____

Approved As To Form
Stradling Yocca Carlson & Rauth

By: _____
Special Counsel to the City

Dated: _____

Exhibit 1

Below is the identified and agreed Site for the Central Cities Navigation Center that is the subject of this MOU:

Site: Central Cities Navigation Center (CCNC) – 13871 West Street, Garden Grove, CA

Should the location of any of the Site change, the City agrees that they will provide written notice to the County at minimum 60 days prior to change of location. The City further agrees and acknowledge the City must operate a year-round navigation center during the Term of this MOU, subject to the Termination and Recapture of Funds provisions in the MOU.

Exhibit 2
County of Orange
Standards of Care for Emergency Shelter Providers

[to be inserted]



County of Orange
Standards of Care
for Emergency Shelter Providers

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1.1. Standards of Care for Emergency Shelter Providers

The County of Orange (County) has adopted the following Standards of Care for Emergency Shelter Providers (Shelter Providers) for Homeless Services.

The Standards of Care establish minimum standard requirements designed to promote an environment that is conducive under the following governing principles:

- Shelter Providers are trained, competent and equipped to support the complex needs presented by those experiencing homelessness within Orange County (OC).
- Participants are empowered to freely enter into a voluntary service partnership whereby their right to be treated with dignity and respect is mutually shared with support services staff.
- Facilities are maintained as accessible, clean, safe, secure and vector-free.
- Shelter Providers and participants have established processes to identify and resolve any concerns or conflicts that may arise during the administration and operation of the program.
- Shelter Providers actively work to engage participants in a person-centered approach and support the development of individualized participant housing plans.

The County will provide oversight of Shelter Providers that directly contract with the County with the goal of promoting quality assurance practices for their operations and remediation protocols in order to allow participants a meaningful opportunity to exercise their rights to due process for redress of their concerns. To that effect, these Shelter Providers must develop policies and procedures to ensure the Standards of Care is implemented consistently, and must submit the policies and procedures to County for review and approval. County's review and approval will be in deference to and in conjunction with the requirements of all applicable funding sources and all state and federal guidelines including Housing and Urban Development (HUD) and the Centers for Disease Control and Prevention (CDC).

All city-only and private emergency shelter providers serving homeless individuals that receive funding distributed through the County, directly or indirectly, will be provided with the Standards of Care and must adopt and implement the minimum standards set forth in this document.

1.2. Emergency Shelter Providers' Operations

1.2.1. Admissions and Eligibility

Shelter Providers must develop policies and procedures for participant referral and admission. Admission policies and procedures must be clear, written and verbally explained to participants and referring entities at time of referral to ensure appropriate linkage prior to arrival at shelter.

Admission policies and procedures must at a minimum, provide information on admission parameters including referral process, eligibility, shelter program services, participant guidelines, the reasonable accommodation process, and reasons for admission denial.

Shelter Providers must ensure information is given to participants both verbally and in writing and in a manner which is preferred by participant, considering disability and limited English proficiency. For individuals with communication disabilities, including people who are deaf and/or blind and people who have speech disabilities, Shelter Providers must provide auxiliary aids and services (such as sign language interpreters, information in braille or large print, video relay communications) when needed to communicate effectively with people who have communication disabilities. For participants with limited English proficiency, shelter providers must provide interpretation services. Interpretation may be provided by a family or friend if chosen by the participant. Shelter Providers must provide outside interpretation if the participant states that they are not comfortable having their family or friend interpret.

Shelter Providers at admission must assess, with input from the participant, the appropriateness of the shelter environment for referred participants to ensure that basic individualized needs of the participant can be met by the facility, shelter staff and programming.

Shelter Providers at admission must assess, with input from the participant, for diversion and prevention opportunities by evaluating participant's strengths and social support networks such as temporary and/or permanent housing options with family and friends. If it is determined that an individual may qualify for a medical or mental health placement with a higher level of care, the Shelter Provider shall request that evaluation from Orange County Health Care Agency (HCA) within 1 business day of the determination. HCA will facilitate that assessment at the shelter site within 5 business days, and will provide same day evaluation in exigent circumstances.

Shelter Providers must document within Homeless Management Information System (HMIS) any new bed placements or exits within 24 hours.

Denial of Admission

Denial to shelter is at the discretion of Shelter Providers, however, any denial must clearly explain to participant and referring entity denial of admission to the shelter. If a denial is issued, shelter must issue a written notice with a Notice of Denial (NOD), reason for denial, and procedures for third-party appeal.

Reasons for denial may include any of the following:

- Referred participant does not meet basic admission eligibility criteria – status related to homelessness, domestic violence, veteran, etc. Shelters that have designated beds based on funding sources may have additional eligibility criteria.

- Observed behavior that puts health and safety of staff and participants at risk. Such behavior may include, but is not limited to, violence, brandishing weapons, use of drugs or alcohol on premises, property damage.
- Any additional site specific contractual criteria.

1.2.2. Intake and Orientation

Shelter Providers during intake must provide newly admitted participants with information both verbally and in writing, detailing participant guidelines, shelter programming and resources, and facility-based information. Shelters must also assess, with participant, for any reasonable accommodations needed during the intake process. Shelter Providers should be sensitive to participant's background and that it may create transference during the intake process. Intake staff must be trained to spot signs that a participant may be experiencing discomfort and if needed, respond by asking another staff to conduct the intake. Shelter Providers' interaction with participants must at all times take into account that many participants have experienced past trauma. It is important that Shelter Providers' intakes are designed and conducted in a trauma-informed-care-way.

Shelter Providers must provide an intake and orientation for referred participants within 3 business days of arrival absent exigent circumstances requiring additional time.

Shelter Providers during intake must obtain a referred participant's signature of acknowledgement that the shelter has provided to referred participant intake and orientation. Participant's signature is not a requirement for provision of shelter service, and intake paperwork must have a section documenting participant's refusal or inability to sign.

1.2.3. Participant's Rights and Responsibilities

Participant's rights and responsibilities must be provided to participants upon intake and orientation evidenced by participant's signature of acknowledgement or document of participant's refusal or inability to sign. Participant's rights and responsibilities must also be posted in common areas of the shelter.

At a minimum, participant's rights must include:

- Participants have the right to be treated with dignity and respect;
- Participants have the right to be treated with cultural responsiveness;
- Participants have the right to privacy within the constrictions of the shelter environment;
- Participants have the right to self-determination in identifying and setting goals;
- Participants should be clearly informed, in understandable language, about the purpose of the services being delivered, including participants who are not literate and/or who have limited English proficiency;
- Participants have a right to reasonable accommodation and modifications based on a disability or limited English proficiency;
- Services should be provided to participants only in the context of a professional relationship based on valid, informed consent;
- Participants have the right to confidentiality and information about when confidential information will be disclosed, to whom and for what purpose, as well as the right to deny disclosure, unless disclosure is required by law; and

- Participants have the right to reasonable access to records concerning their involvement in the program.

Participant's responsibilities will include:

- Participants are expected to support an environment that promotes safety, toward staff and other participants;
- Participants are expected to follow participant guidelines reviewed at intake;
- Participants are expected to participate and be active in their care, to the degree possible, in developing and achieving mutually agreed upon service plan goals;
- Participants must provide, to the extent possible, accurate information needed by professional staff providing services to ensure thorough assessment, service planning, appropriate linkages and referrals; and
- Participants are expected to maintain confidentiality and privacy of others, just as theirs must be maintained.

1.2.4. Equal Access and Gender Identity

Shelter Providers must have policies and procedures that provide equal access to transgender, intersex, gender fluid, and non-binary participants in accordance with their gender identity.

Shelter Providers must not request or require any form of proof of gender to validate eligibility, and are not to require that a person's gender match the sex listed on legal documentation.

The policies and procedures must incorporate all of the following practices:

- Participants must be assigned a bed at the shelter that serves the gender with which they identify or feel safest, which may include accommodating participant requests to relocate within the shelter. Accommodations to support safety for gender identity is the responsibility of the shelter staff. Accommodations must be developed mutually and determined by the participant.
- Participants must have access to bathrooms where they feel safest, regardless of biological or physical characteristics, or legally documented sex.
- Participant families are to receive services regardless of the gender identities within the family.
- Participants must be able to dictate the gender identity utilized in HMIS and data collection.
- Participants may dictate their preferred name for use in HMIS as HMIS does not require use of legal name.

1.2.5. Non-Discrimination

Shelter Providers must have a non-discrimination policy in compliance with federal and state laws. Non-discrimination policy must ensure that Shelter Providers' programs and services do not discriminate based on the grounds of race, creed, color, sex, gender, gender identity, gender expression, sexual orientation, religion, ancestry, age, disability (including physical and mental disabilities), medical condition, genetic information, marital status, familial status, political affiliation, national origin, source of income, citizenship, primary language, immigration status, arbitrary characteristics as protected by the Unruh Civil Rights Act, and all other classes of individuals protected from discrimination under federal or state fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes.

Shelter Providers must have public postings of the shelter's non-discrimination policy at the facility where they operate the shelter program.

1.2.6. Reasonable Accommodations

Shelter Providers must have policies and procedures on reasonable accommodations, including reasonable modifications to premises, in compliance with federal and state law. Shelter Providers must make reasonable accommodations and modifications in their programs, facilities, activities and services when necessary, to ensure equal access to participants with disabilities, unless a fundamental alteration in the nature of their program, activities or services would result from the accommodation. Shelter Providers must track all reasonable accommodations requests and outcomes including the reasons for approval or denial. All shelters must offer appeals based on a denial and will track appeal outcomes and make them available if requested.

Shelter Providers must have public postings of their shelter's reasonable accommodation and modification policy. The postings must include contact information including the contact information for the Shelter's Americans with Disabilities Act (ADA) Coordinator.

Shelter Providers must receive and attend an annual training covering general accessibility provided by the County to ensure requirements under federal and state law (including but not limited to: the ADA Title II and Title III, Section 504, FHA, FEHA, Gov. Code Section 11135, Unruh Act, and California Disabled Persons Act) are addressed. Shelter Providers must also provide an annual training for staff relating to programmatic and facility based compliance with federal and state law requirements.

Shelter Providers must complete a Self-Evaluation Plan every 2 years to ensure that their shelters and all programs, services and activities therein are accessible for participants.

1.2.7. Service Animals and Support Animals

Shelter Providers must have policies and procedures regarding access for participants with service animals and support animals, as well as pets.

Shelter Providers must admit participants and his/her/their service animal or support animal regardless of what documentation is present at the time of admission. Service Animals do not need to have any certification or documentation. Providers should support participant in acquiring any registration, licensing and vaccinations as needed.

Shelter Providers must not ask what disability a participant with a service animal may have to establish the need for the service animal. Shelter staff are only allowed to ask if the service animal supports a disability, and what function the service animal executes.

Support animals are protected under the California Fair Employment and Housing Act. Support animals provide therapeutic support to the participant to support day-to-day functioning, and participants must be allowed to have support animals as a reasonable accommodation. If necessary, shelters should support participants with obtaining information from a reliable third party who is in a position to know about the individual's disability or disability-related need for the support animal, or in obtaining necessary vaccinations.

The supervision of the service animals and support animals is the responsibility of the participant. The animal must be under the participant's control at all times and not pose a safety risk to other participants within the program. Shelter Providers may exit a participant without the assistance of his/her/their animal in the event the participant is unable to control his/her/their service animal or support animal, or the service animal or support animal becomes a safety risk or sanitary concern for the shelter, shelter's operations, participant, or other participants. However, Shelter Providers must determine whether a reasonable accommodation would resolve the event from happening in the future or resolve any ongoing event and offer alternatives to exit including the option to board the animal temporarily.

1.2.8. Communication Accessibility

Language Accessibility: Shelter Providers must have a Language Access Plan and accompanying guidance to ensure that participants with limited English proficiency can receive services in their desired language. Shelter Providers must provide training for all shelter staff on how to support limited English proficiency services.

Disability Communication Accessibility: Shelter Providers must have a Disability Communication Access Plan for participants with disabilities including people who are deaf and/or blind and people who have speech disabilities, to ensure access and effective communication when needed, by providing auxiliary aids and services (such as sign language interpreters, information in braille or large print, video relay communications) or other accommodations. Shelter Providers must provide training for all shelter staff on how to support and access various interpretation services, as well as auxiliary aids and services.

Language Access Plan must be provided to participants at intake and provide information on the following:

- How to request services for language access.
- The contact information for the Shelter ADA Coordinator.
- How to request language access for effective communication.
- How to request auxiliary aids and other disability communication access accommodations.
- Procedures for requesting a reasonable accommodation based on disability.

1.2.9. Participant Feedback

Shelter Providers must establish a participant feedback policy and develop a feedback process that provides for ongoing opportunities for participants to voice opinions and provide feedback confidentially to the person in charge of the shelter operations on program operations and programming, including participant guidelines. Methods for receiving participant feedback can include exit interviews, surveys, focus groups and program meetings.

Shelter Providers must solicit participant feedback annually and utilize the feedback to assess program operation changes to better support and meet the needs of the participants. A report must be created which summarizes feedback and any changes being implemented based on feedback.

1.2.10. Incident Reporting

Shelter Providers must develop policies and procedures for the tracking and reporting of incidents involving:

- Abuse, suspected abuse, and reportable abuse including Adult Protective Services or Child Protective Services;
- Acts of violence or sexual misconduct;
- Death of participant and/or shelter staff;
- Emergency situations that prompt evacuation; and
- Substantial damage to the facility, or the discovery of hazardous material on shelter's premises.

Shelter Providers must report incidents to County within 24 hours of the incident occurring. The notification to the County should occur even if there is partial information at the required time of submission.

Shelter Providers must utilize the County Template (Attachment 1) when reporting incident reports and submit them to:

Email: OCShelterFeedback@ochca.com

Address: 405 W. 5th Street, Suite 658, Santa Ana, CA 92701

1.2.11. Grievances

Shelter Providers must have policies and procedures for participants to submit their grievances. Shelter Providers must incorporate the County Template (Attachment 2) when creating grievance forms and related documents. The grievance policies and procedures are aimed for Shelter Providers to resolve participants' concerns as efficiently as possible.

Note: Orange County Health Care Agency, Behavioral Health Services programs and services are not subject to the grievance policies and procedures set forth in this Section 1.2.10. Behavioral Health Services programs and services have different formalized grievance and due process procedures which are prescribed by those funding sources and are considered independent of the minimum standards set forth in this Section 1.2.10.

To promote knowledge and understanding of the grievance policies and procedures, Shelter Providers must ensure the following:

- Review of grievance policy and procedures with participants during intake and orientation evidenced by participant signature of acknowledgement, or documentation of a participant's inability or refusal to sign.
- Copies of the grievance policies and procedures must be prominently posted in common areas, and must be readily available for participants upon request. Postings must include the following:
 - o Where to obtain the grievance policies and procedures.
 - o Information and procedures for participants on how to notify shelter staff of a grievance, including access to the associated forms and how to submit.
 - o Timeframe and initial communication expectations participants can expect from shelter staff once grievance has been submitted. Absent a danger to health and safety, no action including exit shall be taken against the participant while the grievance or appeal is pending.
- Shelter Providers must provide information upon intake, and by request, how participants can contact the County Homeless Services Division.
- Annual training component for applicable shelter staff and subcontractors.

- Designate a management staff to oversee the administration of grievances, including an alternative staff to ensure participant access to grievances at any point in time.

The grievance policies and procedures shall include, but are not limited to, the following:

- Shelter Providers must ensure participant confidentiality.
- Shelter Providers must ensure an organized system of grievance documentation.
- Shelter Providers must provide opportunity for participants to present their grievance case before a neutral decision-maker (a supervisor or manager who was not directly involved in the incident or situation of the grievance).
- Accommodation of third-party advocates in the grievance process, if requested by the participant. Participant must give their permission for an advocate to be present evidenced by a signed release of information.
- Shelter Providers must work to create face-to-face meetings to support the resolution of a participant's grievance.
- Shelter Providers must ensure participants receive a written determination for the submitted grievance after the grievance process has concluded.
- Shelter Providers must have a procedure for an appeal review process for participants looking to dispute their written determination. The final determination should contain a clear statement of the outcomes that led to the decision of the appeal.
- Shelter Providers must provide any documentation related to the grievance to the participant upon request.
- Shelter Providers' policies and procedures must include information directing clients to the County Grievance Appeal Process.

The grievance policies and procedures must incorporate the following process and timeframes associated to respond promptly to participant's grievance:

- Shelter Providers' confirmation of grievance receipt not to exceed 3 business days, during which the Shelter Providers will acknowledge and review the grievance being received. A timeline to resolve the grievance should not exceed 10 business days, during which the participant will receive a written determination about the grievance that includes the factors that led to the final determination.
- The appeal process must afford participants an opportunity to present written and/or oral objections before a management/director staff member other than the staff person who made the prior grievance determination. Shelter Providers must provide a written determination for participant appeals within 10 business days.
- Absent an immediate health and safety risk to other participants or staff, the participant must be permitted to remain in the shelter during the appeal.

County Grievance Appeal Process

The County Grievance Appeal Process is designed to review participant grievances that have completed the Shelter Providers' grievance process, including having gone through the Shelter Providers' appeal process (Attachment 3). The County Grievance Appeal Process (Attachment 4) reviews the administrative and operational compliance of Shelter Providers' grievance policy and procedure in addition to compliance to the Standards of Care.

Dispute Resolution Services

Dispute Resolution Services may be requested by the participant once the Shelter Providers' grievance process and the County Grievance Appeal Process have been completed and the outcome is not a satisfactory resolution for the Participant.

Shelter Providers' policies and procedures must include information on how to obtain dispute resolution services from the court. This may include notifying the chambers of Judge David O. Carter via email at DOCchambers@cacd.uscourts.gov or contacting the Elder Law and Disability Rights Center at (714) 617-5353 or info@eldrcenter.org. Any hearings by the court must be conducted during regular business hours whenever feasible.

1.2.12. Program Exits

Shelter Providers must provide the policy for program exits upon intake evidenced by a participant's signature of acknowledgement, or documentation of participant's refusal or inability to sign.

Policies and procedures developed regarding participant guideline violations must include an escalation continuum incorporating warnings and staff/participant problem solving methods prior to instituting shelter exits.

Shelter Providers must have policies and procedures for assessing, problem solving, and instituting participant exits from shelter.

Shelter Providers must ensure all escalation processes, including those resulting in shelter exits, are documented. Shelter Providers must allow for participants to appeal their termination via the established process in Section 1.2.10 Grievances. Participant exits may include the following reasons, however, Shelter Providers are encouraged to work towards behavioral contract agreements prior to exit:

- In possession or use of drugs on-site.
- Brandishing of weapons.
- Physical fighting/assault/battery.
- Theft that has been validated by shelter staff.

Shelter Providers must provide the reasons for a participant exit in writing. If the exit is immediate based on behavioral issues that create an immediate threat to the surrounding environment, notice in writing must be provided upon request within 24 hours.

Shelter Providers should work towards notifying participants of an exit ahead of time. Absent an immediate threat to health and safety, providers must facilitate the connection to another program. The length of time of exit should correlate with the actual recent behavior which is the reason for the exit, as opposed to the number of times the participant has exhibited the same or similar behavior.

Shelter Providers must work with participants to create an exit plan when possible. Exit plans must identify progress towards goals and resources that will assist the participant going forward with any housing needs. Exit plans should be reviewed with participants when possible.

Shelter Providers must have a policy for reinstatement for participants that have been exited from the shelter. If a participant is being exited to any location other than permanent housing, communication must be provided around the amount of time and/or process for returning. Practices around the length of time

before a participant can return should be commensurate to the severity of the behavior, and must not be progressive in length of time for repeat exits due to the same behavior. Shelter Providers are encouraged to have reinstatement policies that focus on conversations regarding behavior and mutual agreements to reduce the length of time before a participant can return.

If a participant self-exits for any reason other than to avoid an exit or write-up due to behavior, they are eligible to return based on bed availability with no wait period. If there are negative circumstances associated with their self-exit, the Shelter Provider should follow their established process and wait times for re-entry. Self-exit is inclusive of when a participant leaves the program without informing the Shelter Provider of their intent to exit from the program.

1.2.13. Hours of Operation and Curfew

Shelter Providers must notify participants of shelter hours of operation and any curfews. Shelter Providers must support reasonable accommodations for participants with disabilities, and provide accommodations to support employed participants and/or extenuating circumstances.

1.2.14. Coordinated Entry System Integration

Shelter Providers must participate in the Orange County homeless services system of care, including the Orange County Coordinated Entry System (CES). The emergency shelter system serves as a key Access Point to the Coordinated Entry System to facilitate program participants' connection to available housing resources and programs.

Shelter Providers must coordinate with public benefits, employment services and Housing Navigators that will assist program participants in exploring all available employment, income and housing options, collecting required documentation and completing necessary assessments as required by the Coordinated Entry System.

1.2.15. Food Services

Shelter Providers must provide three meals per day to each program participant: breakfast, lunch and a hot dinner, or meals on another schedule as defined by the funder contract. Shelter Providers may cater meals in and/or make arrangements to ensure food service compliance. Shelter Providers must ensure meals can accommodate clients who have special dietary needs due to a documented medical condition, or due to religious beliefs.

Meal schedules must be covered during intake and orientation with participants. Meal schedules must be updated weekly and posted in common areas for participants' access.

Meals must be served in an area specifically designated for meal consumption where adequate space for seated dining is available for each participant, including those with mobility devices.

Meals must be nutritionally adequate in accordance with United States Department of Agriculture.

Meal preparation and distribution will be in compliance with OC Health Care Agency Safe Food Handling Requirements.

1.2.16. Medication Storage

Shelter Providers must develop and implement a policy regarding participant medication storage. The policy shall address medication storage, documentation, refrigeration, and shall include a secure and locked location for medication storage such as a medication cabinet, locker or drawer.

The Shelter Provider may not administer or dispense medication (provide dosage or ensure medication schedule adherence) for participants and may not require participants to turn over their medication.

1.2.17. Storage and Personal Belongings

Shelter Providers must have a participant storage policy to be provided to participants upon intake. At a minimum, shelter operators must allow for at least 90 days after a participant's exit to gather her/his/their personal belongings or facilitate relocating those belonging to participant sooner.

Shelter Providers must maintain a log of personal belongings that are discarded. The log will at minimum include the name of the participant, the date when belongings were discarded and the staff member who updated the log.

Shelter Providers will allow for individuals to regularly access their storage and personal belongings, and not restrict volume of belongings that would exclude essential items and disability related items.

1.2.18. Safety and Emergency Preparedness

Shelter Providers must develop written policies and procedures for emergency situations with relation to staff and participant safety and security.

Policies and Procedures must include the following:

- Emergency preparedness drills;
- Emergency evacuations;
- Assisting participants with evacuations, including persons with disabilities and/or limited mobility;
- Stockpiling of appropriate quantities of water and food rations;
- Accounting for all individuals accessing the facility (including participants, shelter operator staff, supportive service partners and volunteers) for all entry and exits that include sign-in/out information;
- At least 1 staff member per shift that has been trained in emergency response and has an up-to-date certification for CPR (cardiopulmonary resuscitation) and emergency first aid procedures;
- Staff and participant first aid kits on-site for non-emergency first aid;¹
- Crisis Intervention for emergency situations requiring staff to access emergency services such as 911 calls, police reports, or for performing other non-violent interventions; and
- Critical incident documentation and reporting.

Shelter Providers procuring security must provide training to the security staff on agency safety protocols, and policies and procedures for escalations requiring security intervention.

¹ For list of minimally acceptable number and type of first-aid supplies, please follow this link: <https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.266AppA>.

1.2.19. Communicable Diseases

Shelter Providers must develop written policies and procedures that address universal precautions, tuberculosis control, disease prevention, epidemic response, and biohazard practices, which are in compliance with Health Care Agency guidelines.

Shelter Providers must comply with universal precautions, proper sharps disposal, provide personal protective equipment (PPE) and provide training to staff. Shelter providers must ensure that shelter services, bed location, and common space comply with minimum standards for health and safety as provided by the CDC, California Department of Public Health, and the OC Health Care Agency.

2. Supportive Services

2.1. Case Management Access

Shelter Providers are required to have case management available to participants on site.

Participation within case management is voluntary to program participants, however all participants must be offered case management and must be engaged on an ongoing basis to encourage participation. Shelter Providers should recognize that it may take multiple contacts before a participant is ready to engage.

Shelter Providers must ensure case management services are participant-centered to individual needs. Programs must provide space for the provision of case management that works to create as much privacy and confidentiality as possible.

2.2. Assessments

Shelter Providers must provide a standard assessment which includes an evaluation of the participant's service needs, including information about past and current service needs. Assessments must provide opportunity to identify any barriers or issues that may impact the participant's ability to successfully engage in services, including barriers arising from trauma and/or disabilities. Assessments must also be designed to identify additional supports and resources that participants should be referred/aligned with.

Shelter Providers must work with the Health Care Agency to inform participants of the availability of additional clinical assessments/screenings. Providers may also request additional screenings by the behavioral health team, or by the Comprehensive Health Assessment Team-Homeless (CHAT-H) Public Health Nurse team to screen for increased care supports and resources. Programs must allow the County to post notice in each facility informing participants of these available additional assessments.

2.3. Housing Plans

Shelter Providers must work with participants to create a housing plan within 30-days of admission to the shelter. Plans should focus on finding permanent housing for each participant and the staff and programs that will be supporting them in their goals. If a participant is unable or refuses to complete a housing plan, that must be documented.

Housing plans must identify the participant's needs, goals, actions to be taken, and progress towards goals. The housing plan must be focused on working with participants to have a positive shelter stay that is as

short as possible. The housing plan must be updated as the participant's needs and/or goals shift, and as progress is completed towards their goals.

Program staff must continue to engage participants who do not progress towards their housing goals. Engagement to participants not progressing must occur no less than once every two weeks, and must be documented.

2.4. Housing Focused Services

Shelter Providers are expected to engage participants in a wide range of service needs, including, but not limited to: employment/benefits, health, substance use, mental health, legal issues and transportation. Program staff should regularly engage participants on how these various other service areas are in support of their overall housing goal and allow these providers to meet with participants on the shelter site. Housing must be the primary focus of shelter staff.

2.5. Services, Referrals and Linkages

Case Management services should be available as needed for participants. Although services are voluntary within shelter programs, it is the responsibility of program staff to actively engage participants for case management services no less than once per month.

The purpose of the shelter system is to provide stable setting and supports that assist participants toward a permanent housing outcome. The responsibility of engagement is held with the Shelter Provider, and progress towards service/housing plan goals must be evaluated individually based on a participant's unique circumstances. Shelter Providers must operate in a participant-centered approach and work to engage participants that may be hesitant or resistant to actively participate in the services being offered.

If participants are not engaging in supportive services and are not able to express or demonstrate any progress towards service/housing goals, then shelter staff should engage with the participant in conversation around their needs and what changes could be reasonably made to assist the person with their needs. Engagement discussion should include all options that could benefit the participant including on-site services, alternative shelters or supportive services.

Programs must be able to meet a wide range of needs for participants and must maintain a network of resources that they are able to refer and link participants to. Shelter operators must either provide the following services or have linkages to:

- Identification and vital document support
- Enrollment in to mainstream benefits (TANF, SSI/SSDI, health insurance, VA health care, etc.)
- Health services (physical health, mental health and substance use)
- Employment and vocational services
- Legal assistance
- Childcare
- Life skills and coaching

When a referral is made to an outside resource or service, program staff must provide a warm hand-off/connection and a follow-up inquiry to ensure the linkage has been made. If linkage is unsuccessful, staff must support in finding other possible resource options.

2.6. Transportation

Shelter Provider must make reasonable efforts to address transportation needs for participants. Transportation needs can be met through direct transport, public transportation fare or through supporting participants with learning how to use and access public transportation.

Programs should be assisting participants who are eligible to access reduced public transportation fare.

Transportation provided by shelter operators must be ADA compliant and have the ability to support participants with mobility devices without staff physically providing the transfer.

3. Staff Training

Shelter Providers must establish a policy and procedure for onboarding new staff, including documentation of all trainings, and ensure regular updates to the annualized training completed by staff.

Shelter Providers must complete mandatory staff trainings regarding safety, compliance and quality services provisions to best address the complex needs of the homeless populations served.

All shelter and/or specialized staff must receive training upon hire or upon request by the County, city and/or funder to ensure competency within the following core areas:

- A. Program Operational Standards
- B. Effective Communication
- C. Evidence-Based Practices
- D. Facility, Health and Safety Practices
- E. Anti-discrimination, Equity Practices
- F. ADA Compliance

Shelter Providers must ensure all new employees and/or specialized staff complete the following mandatory trainings:

- Mandated Child/Elder Abuse Reporting
- Privacy and Confidentiality
- Due Process/Grievance Process
- ADA Compliance/Reasonable Accommodation
- Emergency Evacuation/Incident Management
- First Aid/Universal Precautions/CPR
- Domestic Violence & Safety Planning
- Cultural Humility
- Harassment
- Equal Access and Gender Identity
- Mental Health First Aid

- Trauma-Informed Care
- Harm Reduction
- Motivational Interviewing
- Problem Solving and Diversion Intervention
- Crisis Intervention and De-escalation Training
- Housing First Principles

Certificates and other documentation that verify training attendance must be maintained for each employee and documented in the contracted agency files.

Shelter Providers must be able to provide proof that appropriate staff have been trained in the legal requirements of being a mandated reporter, reporting any suspicion of abuse or neglect to relevant authorities as required by law.

4. Facility Standards

4.1. Facility Standards for Emergency Shelter

Structure and materials:

- The shelter building is structurally sound to protect the participants from the elements and not pose any threat to the health and safety of the participants.
- Shelter Providers have site control demonstrated by either a fully executed lease, or proof of ownership.
- Shelter Provider can produce the most recent public health permit and fire department permit.

Interior air quality:

- Each room or space within the shelter has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of participants.

Water supply:

- The shelter's water supply is free of contamination and freely available for participants.

Thermal environment:

- The shelter has any necessary heating/cooling facilities in proper operating condition.

Illumination and electricity:

- The shelter has adequate natural or artificial illumination to permit normal indoor activities and support health and safety.
- There are sufficient electrical sources to permit the safe use of electrical appliances in the shelter.

Sanitary facilities:

- Each participant in the shelter has access to sanitary facilities, including sinks, showers, and toilets and accompanying items that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
- Programs must establish a housekeeping and maintenance plan that ensures a safe, sanitary, clean and comfortable environment.
- All sites must have an inspection for rodents and insects by a certified pest control company, at least twice annually, and as needed. If an infestation is found, the Shelter Provider must fumigate and make appropriate reasonable accommodations for the participants.
- The shelter provides trash receptacles throughout the facility and ensures trash is taken out of the facility at regular intervals.

Food preparation:

- Food preparation areas, if any, contain suitable space and equipment to store, prepare and serve food in a safe and sanitary manner.

Fire safety:

- There is at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors are located near sleeping areas.
- All public areas of the shelter have at least one working smoke detector.
- The fire alarm system is designed for hearing-impaired participants.
- There is a second means of exiting the building in the event of fire or other emergency.
- All fire extinguishers must be fully charged and labeled.
- Facilities must have an annual fire inspection conducted by the fire department.
- Fire drills must be conducted annually.
- Shelter Providers must keep a log of all inspections, approvals and fire drills.

Emergency:

- Emergency numbers and evacuation routes must be posted in all common areas in the facility in case of an emergency.
- Emergency exits are clear and operating.

4.2. ADA Facility Standards

Shelter Providers must have operating facility standards and policies to ensure that facilities, inside and out, have been assessed for inaccessible facility-based areas and reasonable accommodations and physical modifications have been identified and developed to ensure participants with a disability have equal access and full inclusion of services.

Shelter Providers must work to ensure the following accessibility standards are met. The County recognizes that not all existing shelters can reasonably accommodate all disability-related needs, however, shelter operators will be required to identify those areas where there is not adequate access and develop reasonable accommodation and modification plans and policies. Individuals denied access to a shelter

because of inaccessibility must be offered an indoor alternative within their service planning area. Alternatives may include motel/hotel, other shelters, or higher level of care facilities.

Some participants may require reasonable accommodations or reasonable modifications to the premises in addition to required accessible features.

- Facilities must be accessible to participants with disabilities.
- Facilities must not have areas, in or out of the property, with broken, raised, or uneven sidewalks or walkways, or stairs or steps with no identified accessible pathway to the entrance and/or curb cuts.
- Entry into the facility must be accessible to participants with limited mobility, including participants who use wheelchairs, scooters, or manually-powered mobility aids such as walkers, crutches or canes.
- The exterior of the facility must be accessible for participants with disabilities when approaching, entering or inside the location.
- Shelter Provider must provide at least one restroom with at least one stall with a 5-foot turning radius.
- All restrooms established under this section must have handles for an individual using a mobility device to move themselves without assistance.
- If parking is available at the facility, programs must provide at least one ADA accessible van parking space for every 25 non-accessible parking spaces. The accessible space must provide enough room for a van with a hydraulic lift to operate without any issue.
- All fire alarm systems and fire extinguishers must be no more than 48 inches from the ground for easy access in case of an emergency.
- All programmatic areas must be accessible for an individual with a mobility device.
- Shelter Provider must provide at least one shower accessible for those with a mobility device, regardless of gender.
- Shelter Provider sites must provide at least one accessible roll-in shower or at least two transfer ADA shower seats.
- Shelter Provider must provide accessible beds for persons with mobility disabilities designed for easy access to beds from common spaces and easy transfer from a mobility device.
- If there are common/communal areas located at the facility, they must be accessible for all participants, including those with mobility devices.
- If there is a dining area located in the facility, it must be accessible for all participants, including those with mobility devices.
- Doors within the facility must be equipped with a handle which can be opened with a closed fist rather than a knob.
- Accessibility postings must be posted in plain sight in a common area of the facility.
- Please use this link for further details on how to assess the site for ADA compliance:
<https://www.adachecklist.org/doc/fullchecklist/ada-checklist.pdf>.

4.3. Hygiene Products

Shelter Providers must provide participants access to sinks, showers toilets and accompanying items. Shelter operator must ensure that hygiene and toiletry items are given to participants, or given upon request, and at a minimum:

- Towels
- Soap
- Deodorant
- Toilet tissue
- Feminine hygiene products
- Disposable razors
- Toothpaste and toothbrush

Shelter Providers must ensure that all sheets, towels and blankets are laundered weekly or more frequently as needed.

If applicable, washers and dryers shall be provided free of charge to participants and include access to free detergent. If laundry equipment is not provided on-site, shelter operator must support participants with accessing laundromat services.

ADA requirements for showers and restrooms can be found in Section: IV b. ADA Facility Standards.

4.4. Hazardous Materials

Shelter Providers must have policies and procedures with regard to proper hazardous material clean-up and removal. Shelter Providers must ensure that staff have the proper biohazard equipment for cleaning and disposal.

Shelter Providers must provide accommodations to participants in the event hazardous material poses a health and safety risk to participants and staff.

Shelter Providers must maintain a documentation log for hazardous material circumstances.

Shelter Providers will make available Safety Data Sheets (SDS) which provide information on chemicals, describing the hazards the chemicals present.

5. Administration

5.1. Policies and Procedures

Executive and administrative staff are responsible for ensuring that a comprehensive set of policies and procedures are updated at minimum on an annual basis; however, policies and procedures must be updated any time there is a significant change within program operations. Program and procedural updates must be shared with the County Administrative Entity for review to ensure that required policy and procedure areas have been adequately covered.

Shelter Providers are required to have a process for how staff are trained and access information within the policies and procedures.

5.2. Staffing

Shelter Providers must maintain a clear and comprehensive job description for all positions working within or supporting the emergency shelter.

Shelter Providers must maintain an organizational chart which identifies positions attached to the emergency shelter and a supporting documentation to show where each position is being funded from.

Program staff must have a way of being identifiable to program participants. This can be done through uniform attire or identification badges. Programs that operate confidential locations serving participants fleeing domestic violence will be exempted from this requirement.

Programs must have a conflict of interest policy and make staffing adjustments as necessary to minimize the potential of circumstances that create a conflict of interest, including personal and familial relationships. Conflict of Interest policies must have expectations for reporting and ways in which staff can alert program management of potential conflicts, and how program management will monitor and assess the conflict.

5.3. HMIS Participation and Documentation

Shelter Providers must actively document within the HMIS and do so within accordance with the HMIS Policies and Procedures. Programs are required to document enrollments and exits in HMIS within a 24-hour period for the purpose of live bed management.

Shelter Providers must maintain participant records that include documentation of all participant intake paperwork, assessments, housing plans, referrals, interventions, placements or follow-up activities.

5.4. Document Storage and Retention

Files containing participant information shall be stored in a locked and safe location that maintains participant confidentiality. Only authorized personnel can access the location where files are being kept.

Shelter Providers are required to have policies and procedures that detail the length of time and manner in which participant documents are retained.

Shelter Provider must have policies and procedures that detail how release of information requests are processed for participant information.

5.5. Quality Assurance

Shelter Providers must have a quality assurance plan that assures adherence to the overall program policies and procedures. The quality assurance plan must outline a process for the integration of participant feedback on program operations and to any revisions to policies and procedures.

5.6. Program Monitoring

Shelter Providers can expect the County to monitor their program annually to ensure adherence to the Standards of Care outlined in this document. Any findings identified by the County during program monitoring must be quickly resolved.

5.7. Reporting

Programs are required to be timely on any required reporting, including but not limited to: program outcomes, program invoicing, incident reports and key staffing changes. If a program is not able to meet

the deadline for a required report, the program administration must provide notice and an estimated time frame of when they will be able to submit reporting.

5.8. Waivers

Programs must follow all requirements within the Standards of Care, as well as those identified within their direct contract. If for any reason a program is unable to meet a standard of care, they may request a waiver. Waiver requests will consider the impact for participants receiving services and what reasonable program adjustments can be made to minimize that impact on program participants.

The County will work with programs to find ways in which to meet the Standards of Care or when not possible to find solutions that have minimal impact for participants. The County will provide written documentation on all waiver approvals and denials along with reasoning.

6. Attachments

Attachment 1

Critical Incident Report

County of Orange

Health Care Agency Office of Care Coordination



Today's Date:	Date & Time of Incident:	Date of Notification of the Incident (if different from incident date):	Date Incident Report Submitted:	Was This Incident Reported Within 24 Hours of the Date of Incident (Required): <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If no, please explain circumstances:</i> <hr/> <hr/>						
Provider:			Staff Name:							
Staff Telephone Number:			Staff Email Address:							
Program Manager:			Program Manager Phone Number:							
Address Where Incident Occurred:			Person to Contact Regarding the Incident: Name: _____ Title: _____							
Name of people involved in incident. (For program participant(s) use HMIS unique identifier and initials.) <hr/> <hr/>										
Type of Incident (incidents occurring on premises) – Check all that apply: *Requires additional and immediate telephone notification to County <table border="0"> <tr> <td><input type="checkbox"/> Medical Emergency Requiring Immediate Medical Attention (EMT, ED and/or 911 Contacted)</td> <td> <input type="checkbox"/> Sexual Misconduct / Harassment / Inappropriate Touching (Including Allegations): <input type="checkbox"/> Client-to-Client <input type="checkbox"/> Staff / Provider-to-Client </td> <td> <input type="checkbox"/> Reportable Abuse (Including Allegations): <input type="checkbox"/> APS Contacted <input type="checkbox"/> CPS Contacted </td> <td> <input type="checkbox"/> Violence: <input type="checkbox"/> Destruction of Property <input type="checkbox"/> Physical Altercation Involving Another Client <input type="checkbox"/> Physical Altercation Involving Staff <input type="checkbox"/> Acts or Threats of Violence </td> <td> <input type="checkbox"/> Evacuation: <input type="checkbox"/> Planned Evacuation <input type="checkbox"/> * Facility-Related / Evacuation (i.e. water or electricity outages, etc.) <input type="checkbox"/> * Weather-Related Evacuation (flood, wildfire, etc.) </td> <td> <input type="checkbox"/> Death: <input type="checkbox"/> * Death on premises <input type="checkbox"/> Death reported past discharge </td> </tr> </table>					<input type="checkbox"/> Medical Emergency Requiring Immediate Medical Attention (EMT, ED and/or 911 Contacted)	<input type="checkbox"/> Sexual Misconduct / Harassment / Inappropriate Touching (Including Allegations): <input type="checkbox"/> Client-to-Client <input type="checkbox"/> Staff / Provider-to-Client	<input type="checkbox"/> Reportable Abuse (Including Allegations): <input type="checkbox"/> APS Contacted <input type="checkbox"/> CPS Contacted	<input type="checkbox"/> Violence: <input type="checkbox"/> Destruction of Property <input type="checkbox"/> Physical Altercation Involving Another Client <input type="checkbox"/> Physical Altercation Involving Staff <input type="checkbox"/> Acts or Threats of Violence	<input type="checkbox"/> Evacuation: <input type="checkbox"/> Planned Evacuation <input type="checkbox"/> * Facility-Related / Evacuation (i.e. water or electricity outages, etc.) <input type="checkbox"/> * Weather-Related Evacuation (flood, wildfire, etc.)	<input type="checkbox"/> Death: <input type="checkbox"/> * Death on premises <input type="checkbox"/> Death reported past discharge
<input type="checkbox"/> Medical Emergency Requiring Immediate Medical Attention (EMT, ED and/or 911 Contacted)	<input type="checkbox"/> Sexual Misconduct / Harassment / Inappropriate Touching (Including Allegations): <input type="checkbox"/> Client-to-Client <input type="checkbox"/> Staff / Provider-to-Client	<input type="checkbox"/> Reportable Abuse (Including Allegations): <input type="checkbox"/> APS Contacted <input type="checkbox"/> CPS Contacted	<input type="checkbox"/> Violence: <input type="checkbox"/> Destruction of Property <input type="checkbox"/> Physical Altercation Involving Another Client <input type="checkbox"/> Physical Altercation Involving Staff <input type="checkbox"/> Acts or Threats of Violence	<input type="checkbox"/> Evacuation: <input type="checkbox"/> Planned Evacuation <input type="checkbox"/> * Facility-Related / Evacuation (i.e. water or electricity outages, etc.) <input type="checkbox"/> * Weather-Related Evacuation (flood, wildfire, etc.)	<input type="checkbox"/> Death: <input type="checkbox"/> * Death on premises <input type="checkbox"/> Death reported past discharge					
Description of Incident (facts, timelines, outcome) – List any necessary notifications made: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>										
Did debriefing occur with shelter staff involved in the incident? <input type="checkbox"/> Yes <input type="checkbox"/> No Brief description: <hr/> <hr/> <hr/>										

PLEASE TURN OVER AND COMPLETE PAGE 2 OF THE CRITICAL INCIDENT REPORT

Critical Incident Report
County of Orange
Health Care Agency Office of Care Coordination



<p>Are there any operational changes or managerial actions that may be considered to lessen the impact or likelihood of similar incidents occurring in the future? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, provide a description of the action</p>		
Name / Title of Reporting Staff (Printed):	Staff Signature:	Date:

Administrative Use Only

Internal Log # _____	
<p>Has this Participant been involved in other incidents? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, please write additional Internal Log #'s involving this Participant below:</p>
Incident Reviewed By:	Date:
<p>Additional Notifications Needed:</p> <p><input type="checkbox"/> Department Head <input type="checkbox"/> CEO's Office <input type="checkbox"/> Other: _____</p>	
<p>Outcome determined. <input type="checkbox"/> Incident logged, no action required <input type="checkbox"/> Incident logged, remedial action required</p> <p>Detail outcome conversation with Shelter Operator below:</p>	

Attachment 2

Shelter Grievance Form

PROVIDER NAME

County of Orange, Office of Care Coordination



SHELTER NAME seeks to support participant grievances in a fair, transparent and efficient manner. Please complete the information below to the best of your ability and submit it to the shelter's designated grievance staff. You may submit the completed form by email or in-person at the addresses listed below,

- Email:
- Address:

You will be contacted by **Shelter name/position** within three (3) business days to work towards a resolution of your grievance.

If you need support with completing this paperwork due to a disability or language barrier, please contact the shelter Americans with Disabilities Act (ADA) coordinator: _____

Identifying information

Full Name (Please Print): _____ Date: _____

Phone: _____ Email: _____

Other means of contact: _____

I have a need for language translation or interpretation services? ☐ Yes ☐ No

Grievance Information

Date of the grievance incident: _____

Type of Grievance. Please check all that apply:

- ☐ Facility
- ☐ Program Services
- ☐ Shelter Staff
- ☐ Other Participants
- ☐ Reasonable Accommodations (Disability Related Need)
- ☐ Program Exit/Termination
- ☐ Other: _____

This is the first time I am submitting a grievance for this concern: ☐ Yes ☐ No

I am submitting this as an appeal to the result of a previous grievance: ☐ Yes ☐ No

(Please note, an appeal may not be considered if filed more than 30 days past the determination date of the grievance result you are appealing. Circumstances may allow for appeal to the County of Orange past the 30 days.)

Attachment 3

County of Orange

Health Care Agency, Office of Care Coordination Shelter Grievance Process



The Shelter Grievance Process document is intended to provide Shelter Participants information on their grievance rights and an overview of the process. The County of Orange (County) appreciates feedback and takes grievances seriously. The County will work to resolve Participant grievances in a transparent and efficient manner.

If you as a Shelter Participant are unsure of how to access the shelter grievance process within the shelter you are staying, you can reference the information provided during the intake process, ask a shelter staff member, or review grievance information posted in the common areas of the shelter. If at any time during the process you experience difficulty with the shelter grievance process, please reference the Contact Information in Step 3 (below) to contact the County directly via telephone, email and/or mail.

STEP 1: Shelter Grievance Process

Participants that have a grievance with a shelter must first start by filing their grievance directly with the shelter operator and complete the shelter's grievance process.

The Shelter Operator has three (3) business days to contact the participant after submitting their grievance and (ten) 10 business days to supply a written response to the grievance.

STEP 2: Shelter Appeal Process

Participants that have completed the shelter's grievance process and received a written response, but still have concerns with the shelter's response, have a right to request an appeal of that decision, and request a secondary review of the grievance from the Shelter Operator's leadership.

Leadership responsible for the appeal process have three (3) business days to contact the participant after submitting their grievance appeal, and (ten) 10 business days to provide the participant a written decision for the appeal.

STEP 3: County of Orange Grievance Appeal Process

Participants have a right to contact the County for an additional appeal process, once participants have completed the shelter provider's grievance **AND** appeal process.

The County's grievance appeal process is designed to review the shelter's grievance and appeal process as well as review the Shelter Operator's written responses, and ensure that the Shelter Operator is adhering to their grievance policies, as well as their operations are in compliance with the County Standards of Care.

In order to begin this process please contact the County:

By Telephone:
Grievance Specialist

By Email:
OCshelterfeedback@ochca.com

By mail:
Orange County
Health Care Agency
Office of Care Coordination
405 W. 5th Street, Suite 658
Santa Ana, CA, 92701

County of Orange
Health Care Agency
Office of Care Coordination Grievance Appeal Form



Desired Outcome

State what you would like to see happen with regard to this appeal.

Additional Space

Participant's Signature: _____ **Date:** _____

Please submit a completed form by email or mail at the addresses below:

Email: OCshelterfeedback@ochca.com

Mailing Address: Orange County Health Care Agency
Office of Care Coordination
405 W. 5th Street, Suite 658 Santa Ana, CA, 92701

Administrative Use Only

Internal Log # _____

Name of staff reviewing appeal: _____ **Staff position:** _____

Date staff received form: _____

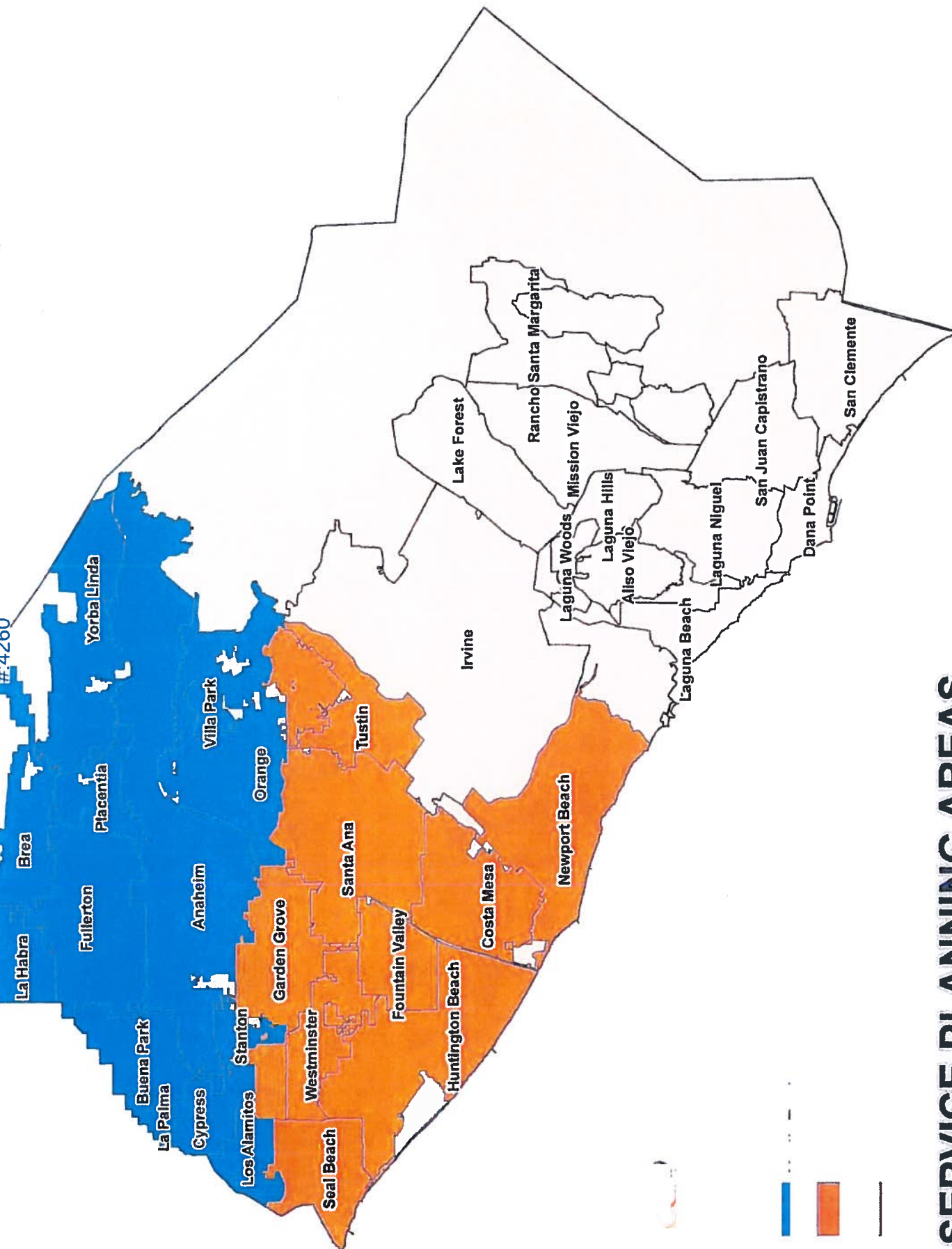
Actions:

- ☐ Referred participant back to shelter provider. Reason: _____
- ☐ Grievance appeal review. Due date: _____

ATTACHMENT

B

ATTACHMENT B



SERVICE PLANNING AREAS

Exhibit 3
Payment Schedule¹

County shall have no obligation to pay any sum in excess of total amount specified herein unless authorized by written amendment signed by both Parties. No two payments identified in this Exhibit can be distributed to the City in one fiscal year.

Payment No.	Fiscal Year	Payment Date
1A	2023-2024	Operation Funds First Payment: Within 30 days of receipt of Notice of Operation \$625,000.
1B	2022-2023	One-Time Rehabilitation Funds Payment: Within 90 days of Effective Date.
2	2024-2025	Operation Funds Second Payment: Within thirty (30) days after the one-year anniversary of the receipt of Notice of Operation Date from the City, or within 30 days after the start of County's fiscal year 2024-2025 (July 31, 2024 to June 30, 2025), whichever is earlier later
3	2025-2026	On or before July 31, 2026
4	2026-2027	On or before July 31, 2027
5	2027-2028	On or before July 31, 2028
6	2028-2029	On or before July 31, 2029
7	2029-2030	On or before July 31, 2030
8	2030-2031	On or before July 31, 2031
9	2031-2032	On or before July 31, 2032
10	2032-2034	On or before July 31, 2033

¹ The Fiscal Years identified in this Exhibit may be subject to change depending on when the City provides their respective Notice of Operation Date and when they receive their Second Payment.

Exhibit 4

Drug Free Workplace Certification

[insert HUD form 50070]

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

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 Density Bonus Housing Agreement with Toby Nguyen and/or Phil Dong, for a five unit apartment project located at 13361 Yockey Street, Garden Grove. (<i>Action Item</i>)		
		Date:	11/15/2022

OBJECTIVE

To request City Council approval of a Density Bonus Housing Agreement with Toby Nguyen ("Developer") and/or Phil Dong ("Owner").

BACKGROUND

As of January 1, 2021, in an effort to promote affordable housing, the State's Density Bonus law went into effect. As a result, the City of Garden Grove amended Municipal Code Section 9.60.040—Residential Density Bonuses and other Incentives for Affordable Housing, to bring the code into compliance with State law. The Density Bonus law promotes development of affordable housing through increased density, concessions and incentives.

DISCUSSION

On November 18, 2021, the Garden Grove Planning Commission adopted Resolution No. 6034-21 approving Site Plan No. SP-105-2021 and Lot Line Adjustment No. LLA-028-2021 to construct a new five-unit apartment complex. The Site Plan's "Conditions of Approval" provide a density bonus to the project in exchange for the Developer's agreement to restrict one (1) of the five (5) units for rental to, and occupancy by, very low income households at an affordable rent for a period of 55 years.

State Density Bonus Affordable Housing Law, the Site Plan and Resolution provide for three concession/incentives for this project. The concessions for this project are:

1. To increase the maximum building height from 35 feet to 37 feet;
2. To allow the third story building area to increase from 50% threshold to 100%;

and

3. To reduce the required distance between residential units and the drive aisle along the northerly property line from 10 feet to zero feet.

Additionally, the applicant also requested a Lot Line Adjustment approval to consolidate the two (2) existing parcels into one (1) single lot.

In exchange for the aforementioned increased density and concessions, the Conditions of Approval require the Developer to enter into a Density Bonus Housing Agreement with the City. This Agreement details how the affordable housing provisions of this project will be implemented and monitored for the 55-year affordability period.

FINANCIAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council:

- Approve the attached Density Bonus Housing Agreement by and between the City of Garden Grove and Toby Nguyen (Developer) and/or Phil Dong (Owner); and
- Authorize the City Manager to execute the Agreement and all other documents necessary to implement the agreement, and to make minor modifications as appropriate thereto.

By: Monica Covarrubias
Sr. Project Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Density Bonus Agreement	10/31/2022	Agreement	13361_Yockey_- _Density_Bonus_Agreement_Final.docx

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

APN: 097-251-06, 097-251-07

This document is recorded at the request and for the benefit of the City of Garden Grove and exempt from payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

**DENSITY BONUS HOUSING AGREEMENT
(13361 Yockey Street)**

[THIS AGREEMENT CONTAINS SUBORDINATION REQUIREMENTS TO PRESERVE PRIORITY OF
LAND USE AND REGULATORY COVENANTS]

This **DENSITY BONUS HOUSING AGREEMENT** ("Agreement"), dated for identification purposes only as of October 1, 2022 ("Date of Agreement"), is entered into by and between the **CITY OF GARDEN GROVE**, a California municipal corporation ("City"), and **FAIRCREST REAL ESTATE, LLC**, a California limited liability company, ("Developer").

RECITALS

A. Developer is the owner of approximately 14,459 square feet of real property in the City, generally located at 13361 Yockey Street, Garden Grove, California, as more particularly described in the Legal Description attached hereto as Exhibit A and incorporated herein ("Site").

B. Developer submitted an application to City for approval of a site plan to construct a 5-unit apartment complex on the Site, inclusive of a one-unit density bonus and certain concessions and incentives ("Project").

C. In response to Developer's application, pursuant to Planning Commission Resolution No. 6034-21, the City approved Site Plan No. SP-105-2021 and Lot Line Adjustment No. LLA-028-2021 for the Project, subject to certain "Conditions of Approval," which were accepted by Developer, as evidenced by Developer's execution of a "Notice of Agreement with Conditions of Approval and Discretionary Permit Approval" and recordation of such notice in the Official Records of Orange County on December 07, 2021 as Instrument No. 2021000727564.

D. The Conditions of Approval provide for City's granting of a density bonus and other concessions and incentives to the Project pursuant to California Government Code Section 65915, *et seq.*, and Garden Grove Municipal Code Section 9.12.030.070 (collectively, "Density Bonus Law"), in exchange for Developer's agreement to restrict 1 of the 5 Housing Units at the Site to rental to and occupancy by Very Low Income Households at an Affordable Rent (as those terms are defined below).

F. In connection with the density bonus and concessions and incentives granted to the Project, the Density Bonus Law and the Conditions of Approval require Developer to enter into this Agreement with City to implement Developer's affordable housing obligations at the Project. Pursuant

to the Density Bonus Law and the Conditions of Approval, this Agreement must be executed and recorded against the Site in the Official Records of Orange County, California prior to City's issuance of building permits for the Project.

G. Developer and City desire to enter into this Agreement to provide for Developer's rental of one of the Housing Units at the Site to Very-Low Income Households at an Affordable Rent, as required by the Density Bonus Law, and the Conditions of Approval, in accordance with the terms, conditions, and restrictions set forth below in this Agreement.

H. This Agreement shall be recorded, prior to the issuance of building permits for the Project, in the Official Records of Orange County, California, as senior, non-subordinate covenants and as an encumbrance running with the land for the full Term (defined below) of this Agreement. In no event shall this Agreement be made junior or subordinate to any deed of trust or other documents providing financing for the construction or operation of the Project, or any other lien or encumbrance whatsoever for the entire Term of this Agreement. Nor shall this Agreement be made junior or subordinate to any extension, amendment, or modification of any lien or encumbrance recorded against the Site prior to the date hereof.

I. The foregoing Recitals are true and correct and constitute a substantive part of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and Developer agree as follows:

Section 1. Definitions.

(i) Affordable Rent. Affordable Rent means an affordable rent for Very Low Income Households, as defined in California Health and Safety Code Section 50053 (the product of thirty percent times fifty percent of Area Median Income for Orange County adjusted for family size appropriate to the unit). For Lower Income Households whose gross incomes exceed the maximum income for very low income households (as defined in Health and Safety Code Section 50105), Affordable Rent means the product of thirty (30) percent times sixty (60) percent of the Area Median Income for Orange County adjusted for family size appropriate to the unit. "Adjusted for family size appropriate to the unit" has the same meaning as in Health and Safety Code Section 50052.5(h).

For purposes of this Agreement, "Affordable Rent" means the total of monthly payments for (a) use and occupancy of each Affordable Unit and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by Developer which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone, internet, television or digital access services, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and real property facilities associated therewith by a public or private entity other than Developer. In the event that all utility charges are paid by the landlord rather than the tenant, no utility allowance shall be deducted from the rent.

(ii) Affordable Units. Affordable Units means the 1 Housing Unit at the Project which are required to be made available for, rented to, and occupied by Very Low Income Households paying an Affordable Rent, as set forth in more detail below.

(iii) Agreement. Agreement means this Density Bonus Housing Agreement between City and Developer.

(iv) Area Median Income. Area Median Income means the median income as determined and published annually for each county in California by the California Department of Housing and Community Development.

(v) City. City means the City of Garden Grove, a California municipal corporation.

(vi) Conditions of Approval. Conditions of Approval means the conditions imposed by the City in connection with the approval of Developer's Site Plan No. SP-105-2021 and Lot Line Adjustment No. LLA-028-2021 with the approval of Planning Commission Resolution No. 6034-21, as referenced in that certain "Notice of Agreement with Conditions of Approval and Discretionary Permit Approval" recorded in the Official Records of Orange County on December 07, 2021 as Instrument No. 2021000727564..

(vii) Date of Agreement. Date of Agreement means the date set forth in the first paragraph of this Agreement.

(viii) Density Bonus Law. Density Bonus Law means California Government Code Section 65915, *et seq.*, and Garden Grove Municipal Code Section 9.12.030.070. In the event of a conflict between State and City law, Government Code Section 65915 *et seq.* shall control.

(ix) Developer. Developer means Phil Dong, and all of his/her/its successors and assigns.

(x) Housing Units. Housing Units means each of the 5 total apartment units to be constructed by Developer at the Site. The Housing Units range in size from 1,288 to 2,010 square feet, and are 2 to 4-bedroom units with 2 to 4 bathrooms.

(xi) Very Low Income Household. Very Low Income Household has the meaning set forth in California Health and Safety Code Section 50105.

(xii) Project. Project means the apartment complex to be constructed by Developer on the Site, which shall consist of 5 attached three-story Housing Units, all in accordance with Site Plan No. SP-105-2021 and Lot Line Adjustment No. LLA-028-2021, the Conditions of Approval, and this Agreement.

(xiii) Schedule of Performance. Schedule of Performance means the Schedule of Performance attached hereto as Exhibit B and incorporated herein.

(xiv) Site. Site means that certain approximately 14,459 square feet of real property in the City, generally located at 11361 Yockey Street, Garden Grove, California, as more particularly described in the Legal Description attached hereto as Exhibit A and incorporated herein.

(xv) Term. Term means the term of effectiveness of this Agreement, which shall continue for 55 years from the date the final certificate of occupancy is issued for the Project.

Section 2. Density Bonus and Development Concessions and Incentives. As set forth in the Conditions of Approval, and the Density Bonus Law, Developer petitioned for and was granted the following concessions and incentives as part of the approval of Developer's Site Plan No. SP-105-2021 and Lot Line Adjustment No. LLA-028-2021 for the Project:

(i) Density Bonus. The Garden Grove Municipal Code permits a maximum density of 5 residential units for the Site. By providing 1 Housing Unit reserved for Very Low Income Households, the project is entitled to a density bonus, plus certain concessions and incentives. However, the project did not include a density bonus to increase the number of units above the density allowed by the R-3 zone. As designed, the proposed project is within the allowed density of the R-3 zone.

(ii) Maximum building height. Garden Grove Municipal Code Section 9.12.040.020 (A) requires maximum height to be no more than 35 feet. Site Plan No. SP-038-2017 approves a waiver of this requirement to increase building height to 37 feet.

(iii) Third Story Configuration Waiver. Garden Grove Municipal Code Section 9.12.040.050 requires third story building configuration to be no more than 50% of the building footprint. Site Plan No. SP-105-2021 and Lot Line Adjustment No. LLA-028-2021 approves a waiver of this requirement to allow the third story to be 100% of the building footprint.

(iv) Vehicular Access Way Separation Waiver. Garden Grove Municipal Code Section 9.12.040.050(A)(2)(e) requires vehicular access ways to be located at least 10 feet from a residential unit. Site Plan No. SP-105-2021 and Lot Line Adjustment No. LLA-028-2021 approves a waiver of this requirement in certain areas where the separation is zero feet.

(v) Parking. Garden Grove Municipal Code Section 9.12.040.180 requires a minimum of 3.25 parking spaces per dwelling unit to be provided in connection with multifamily residential developments similar to the Project. The Density Bonus Law allows affordable housing developments to provide one and one-half (1.5) parking spaces for two to three bedroom units, and two and one-half (2.5) parking spaces for four and more bedroom units. The Project includes 3 four-bedroom units, 1 three-bedroom unit, and 1 two-bedroom unit. Site Plan No. SP-105-2021 and Lot Line Adjustment No. LLA-028-2021 approves ten (10) parking spaces provided in forms of five (5) attached two-car garages, and three (3) open guest parking spaces located on the southerly side of the property, for a total of 13 spaces.

Section 3. No Further Incentives or Waivers. Developer acknowledges and agrees that the waivers and incentives set forth in Section 2 above fully satisfy any duty City may have under the Garden Grove Municipal Code, the Density Bonus Law, or any other law or regulation applicable to the Project, to provide any development incentive or to waive any building, zoning, or other requirement. By this Agreement, Developer releases any and all claims Developer may have against City in any way relating to or arising from City's obligation to waive requirements of or provide development incentives pursuant to any state, federal, or local law, rule, or regulation applicable to the Project.

Section 4. Affordable Units. Developer hereby agrees to make available, restrict occupancy to, and rent 1 of the Housing Units at the Project to Very Low Income Households at an Affordable Rent. The Affordable Unit shall be a "floating" unit that is not permanently designated; however, at no time shall the Affordable Unit be congregated to a certain section of the Project. The

unit size of the Affordable Unit shall range in size from 1,288 to 2,010 square feet, and is 2 to 4-bedroom unit with 2 to 4 bathrooms. The Affordable Unit shall consist of 2 to 4 bedroom unit that is part of the Project. In accordance with Garden Grove Municipal Code Section 9.12.030.070(G)(4), the Affordable Unit shall be of similar design and appearance of the total Project.

(a) A person or family (i.e., a “tenant household”) who qualifies as a Very Low Income Household at the time he/she/it first occupies an Affordable Unit shall be deemed to continue to be so qualified until such time as a recertification of such tenant household’s income in accordance with Section 14 below demonstrates that such tenant household no longer qualifies as a Very Low Income Household. Moreover, a unit previously occupied by a Very Low Income Household and then vacated shall be considered occupied by such Very Low Income Household for a temporary period until reoccupied, at which time the character of the unit shall be re-determined. In no event shall such temporary period exceed thirty-one (31) days.

(b) At such time as a tenant household occupying an Affordable Unit ceases to qualify as a Very Low Income Household, the unit occupied by such tenant household shall cease to be an Affordable Unit. Developer shall replace each such Affordable Unit by designating the next available unit and any necessary units thereafter as an Affordable Unit. For purposes of this Agreement, such designated unit will be considered an Affordable Unit if it is held vacant and available for occupancy by a Very Low Income Household and, upon occupancy, the income eligibility of the tenant household as a Very Low Income Household is verified and the tenant household pays an Affordable Rent.

(c) In the event a tenant household occupying an Affordable Unit initially qualifies as a Very Low Income Household but the income of such tenant household increases, such increase shall not be deemed to result in a violation of the restrictions of this Agreement concerning limitations upon income of occupants, provided that the occupancy by such household is for a reasonable time of not to exceed one year (measured from the time the income of the household ceases to qualify as a Very Low Income Household), at which time the Housing Unit shall cease to be an Affordable Unit and the provisions of the immediately preceding paragraph shall apply.

Section 5. Use of the Site. All uses conducted on the Site, including, without limitation, all activities undertaken by the Developer pursuant to this Agreement shall conform to all applicable provisions of the Garden Grove Municipal Code and other applicable federal, state, and local laws, rules, and regulations. The Project shall at all times during the term of this Agreement be used as an apartment complex and none of the Housing Units in the Project shall at any time be utilized on a transient basis, nor shall the Site or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home, short-term or vacation rental, or be converted to condominium ownership. All of the community facilities and any social programs provided to the Project’s residents shall be available at all times on an equal, non-discriminatory basis to residents of all Housing Units at the Project.

Section 6. Duration of Affordability Requirements. The Affordable Units shall be subject to the requirements of this Agreement throughout the entire Term of this Agreement.

Section 7. Schedule of Performance. The Affordable Units shall be constructed and completed concurrently with the non-restricted Housing Units in the Project. Construction of the Project shall be completed in accordance with the Schedule of Performance attached hereto as Exhibit B and incorporated herein.

Section 8. Occupancy Limits. The maximum occupancy for each of the Housing Units shall not exceed two persons per bedroom, plus one, as set forth in the Conditions of Approval.

Section 9. Maintenance. Developer shall maintain or cause to be maintained the interior and exterior of the Project and the Site in a decent, safe and sanitary manner, and in accordance with the standard of maintenance of first class multifamily rental apartment complexes within Orange County. If at any time Developer fails to maintain the Project or the Site in accordance with this Agreement and such condition is not corrected within five days after written notice from City with respect to graffiti, debris, and waste material, or thirty days after written notice from City with respect to general maintenance, landscaping and building improvements, then City, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Project or the Site and perform all acts and work necessary to protect, maintain, and preserve the Project and the Site, and to attach a lien upon the Site, or to assess the Site, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by City and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Developer to City upon demand.

Section 10. Marketing Program. The Affordable Unit shall be leased to Very Low Income Households selected by Developer who meet all of the requirements provided herein. Within the time set forth in the Schedule of Performance, Developer shall prepare and obtain City's approval, which approval shall not be unreasonably withheld, of a marketing program for the leasing of the Housing Units at the Project ("Marketing Program"). The leasing of the Housing Units shall thereafter be marketed in accordance with the Marketing Program as the same may be amended from time to time with City's prior written approval, which approval shall not unreasonably be withheld. Developer shall provide City with periodic reports with respect to the leasing of the Housing Units in accordance with Sections 14 and 15.

Section 11. Management Plan. Within the time set forth in the Schedule of Performance, Developer shall submit for the reasonable approval of City a "Management Plan" which sets forth in detail Developer's property management duties, a tenant selection process in accordance with this Agreement, a security system and crime prevention program, the procedures for the collection of rent, the procedures for eviction of tenants, the rules and regulations of the Site and manner of enforcement, a standard lease form, an operating budget, the identity of the professional property management company to be contracted with to provide property management services at the Site ("Property Manager"), and other matters relevant to the management of the Site. The Management Plan shall require Developer to adhere to a fair lease and grievance procedure. The management of the Site shall be in compliance with the Management Plan as approved by City.

If City determines that the performance of the Property Manager is deficient based upon the standards set forth in the approved Management Plan and in this Agreement, City shall provide notice to Developer of such deficiencies and Developer shall use its best efforts to correct such deficiencies. In the event that such deficiencies have not been cured within the time set forth in Section 19 hereof, City shall have the right to require Developer to immediately remove and replace the Property Manager with another property manager or property management company which is reasonably acceptable to the City Manager, which is not related to or affiliated with Developer, and which has not less than five (5) years' experience in property management, including significant experience managing housing facilities of the size, quality and scope of the Project.

Section 12. Selection of Tenants. Developer shall be responsible for the selection of tenants for the Housing Units in compliance with lawful and reasonable criteria and the requirements of this Agreement. To the extent permitted by law, a reasonable preference in the leasing of the Housing Units shall be given to prospective tenants on the Garden Grove Housing Authority's Section 8 Housing Vouchers waiting list and Affordable Housing waiting list, and to prospective tenants that live or work in the City.

Prior to the rental or lease of an Affordable Unit to a tenant(s), Developer shall require the tenant(s) to execute a written lease and to complete a Tenant Income Verification Form (in substantially the form attached hereto as Exhibit C) certifying that the tenant(s) occupying the Affordable Unit is/are a Very Low Income Household and otherwise meet(s) the eligibility requirements established for the Affordable Unit. Developer shall verify the income of the tenant(s) as set forth in Section 14 below.

Section 13. Provisions regarding Section 8 Vouchers. Developer shall accept as tenants on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, or its successor; provided, Developer shall not rent one of the Affordable Units to a tenant household holding a Section 8 certificate unless none of the Housing Units not restricted to occupancy by Very Low Income Households pursuant to this Agreement are available. If the only available Housing Unit is an Affordable Unit, Developer shall no longer designate the Housing Unit rented to a tenant household holding a Section 8 certificate as an Affordable Unit, shall designate the next-available Housing Unit as an Affordable Unit, and shall make available, restrict occupancy to, and rent such newly designated Affordable Unit to a Very Low Income Household at an Affordable Rent pursuant to this Agreement, such that at all times reasonably possible 3 of the Housing Units at the Project shall be Affordable Units not occupied by tenants holding Section 8 certificates. Furthermore, in the event Developer rents an Affordable Unit to a household holding a federal certificate, the rental agreement (or lease agreement, as applicable) between Developer, as landlord, and the tenant shall expressly provide that monthly rent charged shall be the Affordable Rent required hereunder for the Affordable Unit (not fair market rent) and that the rent collected directly from such tenant holding a federal certificate shall be not more than 30% of the tenant's actual gross income pursuant to the applicable federal certificate program regulations; i.e., the rent charged to such tenant under the rental agreement shall be the Affordable Rent chargeable hereunder and not fair market rent for the area, as would otherwise be permitted under the applicable federal certificate program. Thus, the subsidy payment to Developer under any federal certificate shall not exceed the difference between 30% of the tenant's actual gross income and Affordable Rent chargeable for the applicable Affordable Unit hereunder. If and to the extent any restrictions in this Agreement conflict with the provisions of Section 8 of the United States Housing Act of 1937 or any rules or regulations promulgated thereunder, the provisions of Section 8 of the United States Housing Act of 1937 and all implementing rules and regulations thereto shall control. Developer shall not apply selection criteria to Section 8 certificate holders which are more burdensome than criteria applied to any other prospective tenants.

Section 14. Income Verification and Certification. Following the initial lease-up of the Project, and annually thereafter throughout the Term of this Agreement, Developer shall submit to City, at Developer's expense, a summary of the income, household size and rent payable by each of the tenants of the Affordable Units. At City's request, Developer shall provide to City completed income computation and certification forms, in substantially the form of the Tenant Income Verification Form attached hereto as Exhibit C or such other form as may reasonably be requested by City, for any Very Low Income Households renting the Affordable Units at the Project. Developer shall obtain, or shall cause to be obtained by the Property Manager, a certification from each household

leasing an Affordable Unit demonstrating that such household meets the applicable income requirements and eligibility requirements established for a Lower Income Household renting such Affordable Unit. Developer shall verify, or shall cause the Property Manager to verify, the income certification of the Very Low Income Household.

Section 15. Monitoring and Recordkeeping. Throughout the Term of this Agreement, Developer shall annually complete and submit to City a Certification of Continuing Program Compliance in the form provided by City. Representatives of City shall be entitled to enter the Site, upon at least thirty-six (36) hours' notice, to monitor compliance with this Agreement, and shall be entitled, at City's sole cost and expense, to inspect the records of the Project and to conduct an independent audit or inspection of such records at a location within the City that is reasonably acceptable to the City Manager. Developer agrees to cooperate with City in making the Site and the records of the Project available for such inspection or audit. Developer agrees to maintain each record of the Project for no less than 5 years after creation of each such record.

Section 16. Indemnity. Developer shall, at its expense, defend (with counsel acceptable to City and subject to approval by Developer), indemnify, and hold harmless City, and their officers, agents, employees and representatives from any and all losses, liabilities, claims, lawsuits, causes of action, judgments, settlements, court costs, attorneys' fees, expert witness fees, and other legal expenses, costs of evidence of title, costs of evidence of value, and other damages of whatsoever nature arising out of or in connection with Developer's failure to perform Developer's obligations under this Agreement, Developer's ownership or operation of the Site, or the development of the Project, except for such liability arising from the gross negligence or willful misconduct of City.

Section 17. Agreement to be Recorded; Covenants Run with the Land; Priority. This Agreement shall be recorded, prior to the issuance of building permits for the Project, in the Official Records of Orange County, California, as senior, non-subordinate covenants and as an encumbrance running with the land for the full Term of this Agreement. In no event shall this Agreement be made junior or subordinate to any deed of trust or other documents providing financing for the construction or operation of the Project, or any other lien or encumbrance whatsoever for the entire Term of this Agreement. Nor shall this Agreement be made junior or subordinate to any extension, amendment, or modification of any lien or encumbrance recorded against the Site prior to the date hereof. Prior to recordation of this Agreement, Developer shall provide City with evidence satisfactory to the City that all deeds of trust, liens, encumbrances, or other documents recorded against the Site since October 1, 2022, if any, have been or will be subordinated to this Agreement, at Developer's sole cost and expense.

Section 18. Mortgage Protection. No breach or default under this Agreement shall defeat, terminate, extinguish, render invalid or otherwise affect the lien of any junior mortgage or deed of trust encumbering the Site, the Project, or any part thereof or interest therein.

Section 19. Default. An event of default occurs under this Agreement when: (a) there is a breach of any condition, covenant or promise set forth herein; (b) written notice thereof has been given to the defaulting party; and (c) such breach has not been cured within thirty (30) days after such notice was given to the defaulting party or, if such breach cannot reasonably be cured within such thirty (30) day period, the defaulting party fails to commence to cure the breach and/or fails thereafter to diligently proceed to complete such cure. A waiver by either party of any such breach shall not be construed as a waiver of any succeeding breach of the same or other condition, covenant or promise.

Section 20. Remedies. The occurrence of an event of default hereunder shall give the non-defaulting party the right to proceed with any and all remedies available at law or equity. Such remedies may include an action for damages, an action or proceeding for specific performance, and/or an action or proceeding for injunctive relief. Such actions or proceedings may require the defaulting party to pay damages, to perform its obligations and covenants under this Agreement, and to enjoin or cease and desist from acts which may be unlawful or in violation of the provisions of this Agreement.

Section 21. Additional Remedies for Certain Defaults; Remedy For Excessive Rent Charge.

(a) It shall constitute a default for the Developer to charge or accept for any Affordable Unit rent amounts in excess of the Affordable Rent. In the event that the Developer charges or receives such higher rental amounts, in addition to any other legal or equitable remedy that the City shall have for such default, the Developer shall be required to pay to the City an amount equal to the difference between the Affordable Rent that should have been charged and the amount of the rent received from the tenant, plus interest compounded at the maximum rate allowable for judgments.

(b) It shall also constitute a default for the Developer to fail to rent any of the required Affordable Units to a Very Low Income Household, or to knowingly (or without investigation as required herein) initially rent any Affordable Unit to a tenant who is not a Very Low Income Household. In the event the Developer violates this provision, in addition to any other remedy at law or equity that the City shall have for such default, the Developer, for each separate violation, shall be required to pay to the City an amount equal to the total rent the Developer received from such ineligible tenant, plus interest compounded at the maximum rate allowable for judgments.

Section 22. Attorneys' Fees and Costs. In addition to any other remedies provided hereunder or available pursuant to law, if either party to this Agreement commences an action against the other party to this Agreement arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, expert witness fees, costs of investigation, and costs of suit from the losing party.

Section 23. Rights and Remedies Cumulative. The rights and remedies of the parties are cumulative, and the exercise by either party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Section 24. Time of Essence. Time is expressly made of the essence with respect to the performance by City and Developer of each and every obligation and condition of this Agreement.

Section 25. Third Party Beneficiaries. No persons or entities other than the parties and their successors and assigns shall have any right of action under this Agreement.

Section 26. City Approvals and Actions. City shall maintain authority of this Agreement and the authority to implement this Agreement through City Manager (or his duly authorized representative). City Manager (or his designee) shall have the authority to make approvals, issue interpretations, waive provisions, make and execute further agreements and/or enter into amendments of this Agreement on behalf of City so long as such actions do not materially or substantially change the uses or development permitted on the Site, or materially or substantially add to the costs incurred or to be incurred by City as specified herein, and such interpretations, waivers and/or amendments may

include extensions of time to perform. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City.

Section 27. Successor and Assigns. This Agreement shall run with the land, and all of the terms, conditions, restrictions, and covenants contained in this Agreement shall be binding upon Developer, City, their permitted successors and assigns, and all successors in interest to all or any portion of the Site or the Project. Whenever the terms “Developer” or “City” are used in this Agreement, such terms shall include any other successors and assigns as herein provided. Not later than 30 days prior to a transfer of any interest in the Site or the Project or any interest in Developer, Developer shall provide written notice to the City of such transfer.

Section 28. Notices. Any approval, disapproval, demand, document or other notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) mailing in the United States first-class mail, postage prepaid, or (iv) by email, with confirmation of receipt to the intended recipient, addressed to the address of the party as set forth below, or at any other address as that party may later designate by notice:

If to the City: City of Garden Grove
 11222 Acacia Parkway
 Garden Grove, CA 92840
 Attention: Community & Econ. Development Dir.

If to the Developer: Phil Dong
 15626 Brookhurst St
 Westminster, CA 92683
 Email: phildong@gmail.com

Section 29. Amendment. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party. Each alteration, change, or modification to this Agreement shall be recorded against the Site in the Official Records of Orange County, California.

Section 30. Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement, and they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

Section 31. Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only

relationship between City and Developer is that of a government entity regulating the development of private property and the owner of such property.

Section 32. Exhibits. This Agreement includes the following exhibits, each of which is attached hereto and incorporated herein by this reference:

- (i) Exhibit A: Legal Description of Site
- (ii) Exhibit B: Schedule of Performance
- (iii) Exhibit C: Tenant Income Verification Form

[Signatures appear on following page.]

IN WITNESS WHEREOF, City and Developer have executed this Density Bonus Housing Agreement as of the date first set forth above.

DEVELOPER:

Phil Dong

By: _____
Its: Managing Member

By: _____
Its: Manager

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

CITY OF GARDEN GROVE,
a California municipal corporation

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF SITE

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1 TOWNSHIP 5 SOUTH, RANGE, 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, SAID POINT BEING IN THE CENTER LINE OF YOCKEY STREET, NORTH 0° 01' 15" WEST 659.93 FEET FROM THE INTERSECTION OF SAID CENTER LINE WITH THE CENTER LINE OF TRASK AVENUE, SAID INTERSECTION BEING THE SOUTHEAST CORNER OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE SOUTH 89° 48' WEST, 320.00 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 0° 01' 15" WEST, PARALLEL WITH THE CENTER LINE OF YOCKEY STREET, 70.00 FEET; THENCE NORTH 89° 48' EAST 320.00 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1; SAID EAST LINE BEING ALSO THE CENTER LINE OF YOCKEY STREET; THENCE SOUTH 0° 01' 15" EAST 70.00 FEET ALONG SAID CENTER LINE TO THE POINT OF BEGINNING.

EXCEPTING THAT PORTION OF SAID LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED AUGUST 15, 1961 IN BOOK 5816, PAGE 105, OFFICIAL RECORDS.

PARCEL 2:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1 TOWNSHIP 5 SOUTH, RANGE, 11 WEST, IN THE RANCHO LAS BOLSAS, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 13 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER WITH A LINE PARALLEL AND WITH AND DISTANT WESTERLY 30.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE ALONG SAID NORTH LINE, N 89° 34' 01" W, 92.98 FEET; THENCE S 43° 43' 26" E, 133.10 FEET TO SAID PARALLEL LINE; THENCE ALONG LAST SAID LINE N 00° 35' 17", 95.49 FEET TO SAID POINT OF BEGINNING.

APN: **097-251-06, 097-251-07**

EXHIBIT B

SCHEDULE OF PERFORMANCE

	Action Item	Status
1.	Approval and Execution of Agreement. City shall approve and execute the Agreement.	Within 30 days ¹ of submittal of signed Agreement by Developer.
2.	Record Agreement. City shall cause the Agreement to be recorded against the Site.	Within 10 days of City approval and execution of Agreement and receipt of evidence of subordination of existing liens and encumbrances pursuant to Section 17 of Agreement.
3.	Construction Drawings. Developer shall submit construction drawings for the Project to City for plan check.	Completed.
4.	Revision to Construction Drawings. Developer shall revise and resubmit construction drawings to address reasons for conditional approval or disapproval by City.	Completed.
5.	Building Permits. Developer shall obtain all required building permits for the Project.	Within 30 days of approval and execution of Agreement by City
6.	Management Plan and Marketing Program. Developer shall submit its proposed Management Plan and Marketing Program to City for review and approval.	Within 90 days of approval and execution of Agreement by City.
7.	Approval of Management Plan and Marketing Program. City shall review and approve, conditionally approve, or disapprove Developer's proposed Management Plan and Marketing Program.	Within 30 days of receipt of a complete submittal from Developer.
8.	Revision to Management Plan and Marketing Program. Developer shall revise the Management Plan and/or Marketing Program to address reasons for conditional approval or disapproval by City.	Within 30 days of conditional approval or disapproval by City.

¹ All days are calendar days unless otherwise noted.

	Action Item	Status
9.	Approval of Revised Management Plan and Marketing Program. City shall review and approve or disapprove revised Management Plan and Marketing Program.	Within 30 days of receipt of revised Management Plan and Marketing Program from Developer.
10.	Commencement of Construction. Developer shall commence the construction of the Project.	Within 30 days of approval and execution of Agreement by City
11.	Progress Reports. During the construction of the Project, Developer shall prepare and submit to City monthly written progress reports.	Commencing 30 days after start of construction and continuing until completion of construction, but only after execution of Agreement by City.
12.	Completion of Construction. Developer shall complete the construction of the Project.	On or before _____
13.	Off-Site Improvements. Developer shall complete all off-site improvements required in connection with the construction of the Project.	On or before _____

EXHIBIT C

TENANT INCOME VERIFICATION FORM

Part I -- General Information

1. Project Location: _____
2. Landlord's Name: _____

Part II -- Unit Information

- | | | | |
|-------------------|--------------------------|--------------------|---------------------------|
| 3. Unit
Number | 4. Number of
Bedrooms | 5. Monthly
Rent | 6. Number of
Occupants |
| _____ | _____ | \$_____ | _____ |

Part III -- Affidavit of Tenant

7. I, _____, and I, _____, as applicants for rental of an apartment unit at the above described location, do hereby represent and warrant that **(my/our) gross household income (anticipated total annual income from all household members over age 18) does not exceed the maximum income set forth for a very low income household in Orange County, adjusted for a household size appropriate to the Apartment Unit**, as published from time to time by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the current maximum household income for a very low income household occupying a [two-bedroom/three-bedroom/four-bedroom] unit in Orange County is \$_____. The following computation includes all household income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an apartment unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

Tenant Initials

8. Tenants qualifying above must complete the following:

Monthly Gross Household Income (All Sources of Income of All Household Members Over Age 18 Must be Listed. Use Separate Sheet of Paper if Necessary.)
--

Source	Head of Household	Co-Tenant #1	Monthly Total
Name			
Gross amount, before payroll deductions, of wages, salaries, overtime pay, commissions, fees, tips and bonuses			
Interest and/or dividends			
Net income from business or from rental property			
Social security, annuities, insurance policies, pension/retirement funds, disability or death benefits received periodically			
Payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay			
Alimony, child support, other periodic allowances			
Public assistance, welfare payments			
Regular pay, special pay and allowances of members of Armed Forces			
Other			

Total: _____

Total x 12 _____ = Gross Annual Household Income

Note: The following items are **not** considered income: casual, sporadic or irregular gifts; amounts specifically for or in reimbursement of medical expenses; lump sum payments such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses; educational scholarships paid directly to the student or educational institution; government benefits to a veteran for education; special pay to a serviceman head of family away from home and under hostile fire; foster child care payments; value of coupon allotments for purpose of food under Food Stamp Act of 1964 which is in excess of amount actually charged the eligible household; relocation payments under federal, state, or local relocation law; payments received pursuant to participation in the following programs: VISTA, Service Learning Programs, and Special Volunteer Programs, SCORE, ACE, Retired Senior Volunteer Program, Foster Grandparent Program, Older American Community Services Program, and National Volunteer Program to Assist Small Business Experience.

9. This affidavit is made with the knowledge that it will be relied upon by the Landlord to determine gross household income for eligibility and (I/we) warrant that all information set forth in this document is true, correct and complete and based upon information (I/we) deem reliable and that the statement contained in paragraph 1 and the information contained in paragraph 2 of this Part III is reasonable and based upon such investigation as the undersigned deemed necessary.
10. (I/We) will assist the Landlord in obtaining any information or documents required to verify the statements made in this Part III and have attached hereto copies of (my/our) federal income tax return(s) for the most recent tax year in which a return was filed (past two years federal income tax returns for self-employed persons).
5. (I/We) acknowledge that (I/we) have been advised that the making of any misrepresentation or misstatement in this affidavit will constitute a material breach of (my/our) agreement with the Landlord to rent the unit and will additionally enable the Landlord and/or the City of Garden Grove to initiate and pursue all applicable legal and equitable remedies with respect to the unit and to me/us.

(I/We) do hereby swear under penalty of perjury that the foregoing statements are true and correct.

Date

Tenant

Date

Tenant

INCOME VERIFICATION
(for employed persons)

The undersigned employee has applied for a rental unit located in a project subject to a Density Bonus Housing Agreement approved by the City of Garden Grove providing for rental of units to very low income households. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

Annual wages _____

Overtime _____

Bonuses _____

Commissions _____

Total current income _____

I hereby certify that the statements above are true and complete to the best of my knowledge.

Business Name: _____

Signature

Date

Title

Employee: I hereby grant you permission to disclose my income to _____ in order that they may determine my income eligibility for rental of an apartment located in their project which has been financed under a density bonus housing project of the City of Garden Grove.

Signature

Date

Please send to:

INCOME VERIFICATION
(for selfemployed persons)

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding calendar year and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

Signature

Date

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Tom DaRé
Dept.:	City Manager	Dept.:	Police Chief
Subject:	Approval to extend the agreement with All City Management Services, Inc., to provide crossing guard services through June 30, 2023. (Cost: \$163,200) (<i>Action Item</i>)		
		Date:	11/15/2022

OBJECTIVE

To seek City Council approval of an Amendment to the agreement with All City Management Services, Inc. (ACMS) to provide crossing guard services to extend the term through June 30, 2023.

BACKGROUND

The City Council approved a five year agreement with ACMS in December 2017 to provide crossing guard services for 15 schools within the Garden Grove Unified School District. The program has been successful for the past years towards keeping students safe while crossing city streets to attend school.

DISCUSSION

In order to align the City's contracts to meet the fiscal year calendar, staff has asked and ACMS has agreed to extend their current contract starting January 1, 2023 through June 30, 2023. Staff will begin the RFP (Request for Proposals) process for crossing guard services in the spring of 2023 with a proposed contract to be presented for City Council consideration at the time of the new fiscal year.

FINANCIAL IMPACT

The cost of the crossing guard contract for ACMS's services was anticipated and is fully funded in the Police Department's current budget. There is no additional cost to the City to extend the current contract until a new contract can be put into place.

RECOMMENDATION

It is recommended that the City Council:

- Approve the amendment to the agreement with All City Management Services, Inc., extending the term to June 30, 2023, in the amount of \$163,200; and
- Authorize the City Manager to execute the agreement on behalf of the City, and make minor modifications as appropriate.

—

By: Courtney Cibosky, Fiscal Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
Pricing Letter thru 6-30-2022	11/1/2022	Backup Material	Garden_Grove__CA_2023_Pricing_Letter-thru_6-30-2022.pdf
Client Worksheet thru 6-30-2022	11/1/2022	Backup Material	Garden_Grove.2023_Client_Worksheet_thru_6-30-2022.pdf
Amendment	11/2/2022	Agreement	Amendment_5_to_All_City_Management_Services_11-1-2022.pdf



ALL CITY MANAGEMENT SERVICES

October 31, 2022

Courtney Cibosky
City of Garden Grove
11301 Acacia Parkway, Garden Grove, CA 92840

Dear Courtney,

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for providing School Crossing Guard Services through June 2, 2023.

As you may know hiring challenges have impacted all sectors of the labor market, across the nation. Our workforce has been decimated, the number of sites that remained unstaffed in spite of our doubling down on ads, incentives and recruitment efforts has been frightening to say the least.

In our industry our workforce has historically maintained an average age of approximately 64 years old. Since COVID and as a direct result of the lives lost, the risk inherent with this age group and the fears still prevalent we've lost a significant portion of our workforce. The net effect has been a younger workforce that expects and demands wage rates higher than minimum wage. When we factor in a higher cost of living, the rising costs of gas with most Crossing Guards required to go back and forth to work 2, 3 or 4 times a day, the demand for higher wages is predictable.

Our plan as we enter the coming school year is to offer more competitive wages. This will mean significantly higher billing rates for most programs throughout the nation. To facilitate the calculation of the annual program cost we have developed and included with this letter a Client Worksheet. This Worksheet is our best estimation of the hours and cost of your program based on the current schedules and the proposed price increase.

While we remain committed to providing a safe, cost-effective and professional School Crossing Guard Program we hope you will find this new pricing acceptable. If you have any questions or need additional information, please contact me at (800) 540-9290. Take care.

Sincerely,

Baron Farwell,
General Manager

City of Garden Grove

AMENDMENT NO. 5

FOR: Contractor to furnish the following services: Crossing Guard Services for fifteen (15) school locations within the Garden Grove Unified School District.

This Amendment No. 5 to Contract is made and entered into this 15th day of November 2022, by and between the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **ALL CITY MANAGEMENT SERVICES, INC.**, a California corporation ("CONTRACTOR").

WHEREAS, CITY and CONTRACTOR entered into Contract No. P157190 effective December 20, 2017 (the "Agreement"); and

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

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

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

The CITY hereby extends the performance period commencing December 20, 2022 through June 30, 2023.

2. Section 3, Compensation, shall be revised as follows:

The contract price is hereby set to \$163,200.00 for the above term of the Agreement only per the rates in Attachment A hereto.

Except as expressly amended in this Amendment No. 5, 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. 5 to be executed by their respective officers duly authorized on the date first written above.

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
All City Management Services, Inc.

By: _____

Name: _____

Title: _____

Date: _____

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

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Tom DaRé
Dept.:	City Manager	Dept.:	Police Chief
Subject:	Authorize issuance of a purchase order to Irv Seaver Motorcycles for two (2) police motorcycles. (Cost: \$61,000) (<i>Action Item</i>)	Date:	11/15/2022

OBJECTIVE

To obtain City Council authorization to purchase two (2) new and unused police motorcycles from Irv Seaver Motorcycles through City of Burbank purchase order No. 165971.

BACKGROUND

The purchase of two additional police motorcycles was approved in both the adopted FY 2021-22 and 2022-23 City budgets (total of four motorcycles), to support the creation of a commercial enforcement program within the police department's Neighborhood Traffic Unit. On March 22, 2022, the City Council authorized the Finance Director to issue a purchase order for two motorcycles from Irv Seaver Motorcycles. Bidding was dispensed with pursuant to Garden Grove Municipal Code 2.50.060(e), based on a competitive bidding process completed by the City of Burbank in January 2022 for new and unused BMW police motorcycles.

DISCUSSION

The Police Department again recommends use of the cooperative purchasing agreement on the City of Burbank's purchase order contract with Irv Seaver Motorcycles to secure two additional new and unused BMW police motorcycles.

The cost of each motorcycle outfitted to Garden Grove specifications is \$29,496.58, including tax, freight, dealer prep, and other charges. The Department requests, however, that the purchase order be issued in the amount not to exceed (NTE) \$61,000 to account for any minor variations in costs or unanticipated increases prior to the purchase order being issued.

FINANCIAL IMPACT

General Fund and Red Light Enforcement Fund monies were appropriated in the

adopted FY 2022-23 budget for the purchase of two fully equipped police motorcycles; there will be no additional burden on the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of \$61,000 to Irv Seaver Motorcycles for the purchase of two (2) new and unused police motorcycles.

ATTACHMENTS:

Description	Upload Date	Type	File Name
IRV SEAVER BMW-2023 BMW QUOTE_10- 11-2022	10/31/2022	Backup Material	2023_BMW_R1250RTP_Garden_Grove_Quote_with_Burbank_Piggy_Back_10-11-2022.pdf



IRV SEAVER MOTORCYCLES

607 West Katella Avenue
Orange, California 92867-4607

Phone: 714-532-3700

Fax: 714-532-5763

www.irvseaverbmw.com

October 11, 2022
City of Garden Grove

Pg 1 of 2

Quote for 2023 BMW R1250RT-P "Piggy Back" on City of Burbank PO #165971 per attached build sheet

Quote valid for 180 days from October 11, 2022
BMW Factory Warranty; 36 months or 60,000 miles
Delivery; Within 180 days of Purchase Order issuance
Terms; Net 30 days from delivery date of unit
Other agencies may participate in this bid

City of Burbank Bid Price

Unit Price	\$27,699.00
Tax (10.25%)	2,839.15
Ca Tire Fee	3.50
Total unit cost	\$30,541.65

Additional Options;

Gear Shift Assist Pro	\$450.00
Ride Modes Pro	220.00
Additional LED lights	450.00
Lidar Plate Adaptor	25.00
Stalker Radar Holder	250.00
Total Addl Items;	\$1,395.00

Items Deleted;

Tall OE Windshield	-330.00
ClearWater Darla Lights	-450.00
PVP Kit	-699.00
Pro Lase 4 Holder	-299.00
Extra Ignition Key	- 92.08
Motorcycle Full Cover	-136.88
Total Deleted Items	- \$2,006.96



IRV SEAVER MOTORCYCLES
607 West Katella Avenue
Orange, California 92867-4607
Phone: 714-532-3700
Fax: 714-532-5763
www.irvseaverbmw.com

October 11, 2022
City of Garden Grove

Quote for 2022 BMW R1250RT-P "Piggy Back" on City of Burbank PO #165971 per attached build sheet

Quote valid for 180 days from October 11, 2022
BMW Factory Warranty; 36 months or 60,000 miles
Delivery; Within 180 days of Purchase Order issuance
Terms; Net 30 days from delivery date of unit
Other agencies may participate in this bid

Garden Grove price with City of Burbank Piggy Back

Burbank Unit Price	\$20,700.00
Garden Grove Build Items	5,725.07
Dealer Basic Assembly / Preparation	200.00
Motorcycle Freight	495.00
Ca Tire Fee	3.50 (Non Taxable)
<u>Subtotal</u>	<u>\$27,120.07</u>
<u>Tax (8.75%)</u>	<u>2,373.01</u>
Total Unit Cost	\$29,496.58 for City of Garden Grove

A handwritten signature in black ink, appearing to read 'Devin Strange', written over a horizontal line.

Devin Strange
Sales Manager

R 1250 RT-P Motor Pricing Form



Revised: April 26, 2021

Color	Option Code
1 Night Black & Alpine White III	753
0 Night Black	716
0 Alpine White III (special order)	751
0 Black Blue (special order +60 days)	754
0 Saphir Blue (special order + 60 days)	755
0 Violet Blue (special order +60 days)	756
0 Glacier Silver Metallic (special order)	N99

Quotation:

Garden Grove / Burbank 2022

Option Code

Retail Price

Motorcycle

\$20,700.00

Factory Special-Order Options - Plan 90-120 Days for Delivery

0	Adaptive Headlight (includes 219)	134	\$550.00	\$0.00
0	Keyless Ride w/two transmitters	193	\$400.00	\$0.00
1	Gear Shift Assist Pro	222	\$450.00	\$450.00
1	Ride Modes Pro (includes 18B)	224	\$220.00	\$220.00
0	Chrome Exhaust	350	\$150.00	\$0.00
1	Additional LED Headlights (driving lights)	562	\$450.00	\$450.00
0	PA Microphone	599	\$565.00	\$0.00
0	High Seat Black	610	\$0.00	\$0.00
0	Low Seat Black	776	\$0.00	\$0.00
0	Enhanced Smart Phone Connectivity	6NS	\$250.00	\$0.00

The Options Below denote Standard Order Deck - Removal is only by Special Order - Option Delete

1	Heated Seat	518	\$200.00	\$200.00
1	Tire Pressure Monitoring	530	\$200.00	\$200.00
1	Cruise Control (standard feature)	538	\$0.00	\$0.00
1	Weather Protection	649	\$185.00	\$185.00

Additional Items Provided by Dealer

AR Mount - FMSA-GL-ARM - 7160252894	\$767.00
AR / Shotgun Mount Bracket - FMSA-MT-RMB - 71602452840	\$59.00

Notepad Holder - FMSA-MT-NPH - 71602452888	\$49.00
Sidestand Extension - FMSA-MT-SSE - 71602412389	\$36.00
PR24 / Flashlight Holder L/H - 71602452389R	\$199.00
LED Maplight - FMSA-MT-MLLED 71602452859	\$114.00
Radio / Accessory / Speaker / Radar / Helmet Connectors	\$50.00
Radar / Lidat Adaptor Plate - FMSA-MT-LGAP-T - 71602407797	\$25.00
Stalker X Series Lidar Holster	\$250.00
	\$0.00
	\$0.00

Units	Quotation valid for 60 days	Total Price - Page 1	\$23,954.00
1	from date noted below.	Total Price - Page 2	\$2,471.09
		Total Price - Page 3	\$0.00
Date of Quote: 10/11/2022		Parts From Other Suppliers - Page 4	\$0.00

Dealer Basic Assembly / Preparation	\$200.00
Motorcycle Freight	\$495.00
Total Retail Price per Unit with Options	\$27,120.09
0.00% State Sales Tax (if applicable)	\$0.00
Total Retail Price per Unit with Options	\$27,120.09

Note: Prices subject to change without notice. Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form - Page 2

See Special Notation Comment

Quotation for:

Garden Grove / Burbank 2022



Blue ID Light Selection (1)					
0	Standard Blue Pod-Mounted ID Lights - SID	63 17 2 361 717		\$0.00	\$0.00
1	Round Blue License Plate ID Lights - RID	71 60 2 452 897		\$0.00	\$0.00
Per	Emergency Warning Lights (10)	BMW P/N	Order #	Retail	Total Retail
5	Red LED-X Light	63 17 2 361 718	5	\$108.36	\$541.82
5	Blue LED-X Light	63 17 2 361 719	5	\$108.36	\$541.82
0	Amber LED-X Light	63 17 2 361 720	0	\$108.36	\$0.00
0	White LED-X Light	63 17 2 361 721	0	\$117.09	\$0.00
0	Green LED-X Light	63 17 2 450 782	0	\$117.09	\$0.00
Rear Duplex Emergency Warning Light (1)					
0	Duplex LED-X Red / Red	63 17 2 361 728	0	\$345.88	\$0.00
0	Duplex LED-X Blue / Blue	63 17 2 361 729	0	\$378.25	\$0.00
1	Duplex LED-X Red / Blue	63 17 2 361 730	1	\$362.07	\$362.07
0	Duplex LED-X Blue / Amber	63 17 2 361 731	0	\$362.07	\$0.00
0	Duplex LED-X Green / Green	63 17 2 450 783	0	\$362.07	\$0.00
0	Duplex LED-X Amber / Amber	63 17 2 450 784	0	\$362.07	\$0.00
Take-Down (4) Alley (2) TS (2) BT (2) Saddlebag Light (1) Red ID (1)					
6	White Torus LED TDL/Alley	63 17 2 361 722	6	\$76.91	\$461.44
2	Auxiliary LED Turn Signals	63 17 2 361 725	2	\$72.82	\$145.65
2	Auxiliary LED Brake/Tail Light	63 17 2 361 726	2	\$56.64	\$113.27
1	Saddlebag LED Lights w/sensor switch	63 17 2 361 727	1	\$143.61	\$143.61
0	Red ID Lights (replacing blue ID lights)	63 17 2 361 724	0	\$107.33	\$0.00
0	Round Blue License Plate ID Light Kit	71 60 2 452 876	0	\$130.59	\$0.00
Dealer Installed Options / Retrofits					
0	Shift Assistant Pro (hardware)	23 41 8 536 884	0	\$677.54	\$0.00
0	Shift Assistant Pro - Enabling Code	77 15 8 395 839	0	\$40.54	\$0.00
0	Ride Modes Pro - Enabling Code	77 53 8 395 840	0	\$202.89	\$0.00
0	Also Requires DTC Enabling Code	77 53 8 395 841	0	\$52.69	\$0.00
0	LED Auxiliary Headlights Nano (order 2)	63 17 8 556 937	0	\$154.00	\$0.00
0	Bolt 6 x 40 (order 2)	63 12 7 699 141	0	\$5.35	\$0.00
0	M6 Hex Nut (order 2)	07 12 9 905 826	0	\$3.08	\$0.00
Requires Activation by Dealer - No Code Needed					
Convenience Options					
0	Extra Ignition Key - No Keyless Ride	51 25 8 540 950	0	\$92.08	\$0.00
0	Extra Ignition Key - Keyless Fob Transmitter	66 12 8 555 168	0	\$322.24	\$0.00
0	Heated Seat - Low	52 53 8 544 786	0	\$529.58	\$0.00
0	Heated Seat - High	52 53 8 544 792	0	\$529.58	\$0.00
0	Tire Pressure Gauge	82 12 0 140 377	0	\$32.12	\$0.00
1	BMW Motorrad Battery Charger (2.5 Ah)	77 02 2 470 951	1	\$161.41	\$161.41
0	DVD Repair Manuals R Models K5x	01 59 8 405 651	0	\$91.55	\$0.00
0	Motorcycle Full Cover	71 60 2 450 408	0	\$136.88	\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form - Page 3

Quotation for:

Garden Grove / Burbank 2022



Additional Accessories

Qty	Item Description				Page 3	
Per	Additional Accessories	BMW P/N	Order #	Retail		Total Retail
	Storage Options					
0	Saddlebag Liners (each)	71 60 7 704 109	0	\$123.46		\$0.00
0	Tank Top Bag	77 45 8 543 227	0	\$232.94		\$0.00
	Engine Protection					
0	Rocker Cover Protection	77 14 8 406 187	0	\$232.94		\$0.00
0	Sump / Engine Protection Guard (order 1)	11 84 8 532 939	0	\$124.39		\$0.00
0	Fillister Head Screws M6 x 20 (order 5)	07 12 9 908 076	0	\$3.16		\$0.00
0	Grommet (order 5)	13 53 1 341 283	0	\$2.58		\$0.00
0	Bushing (order 5)	11 84 8 544 832	0	\$5.06		\$0.00
0	Bracket front (order 1)	11 84 8 532 937	0	\$56.01		\$0.00
0	Bracket Rear (order 1)	11 84 8 532 940	0	\$67.34		\$0.00
0	C-Clip Nut M6 (have been included w/brackets)	07 14 7 693 887	0	\$2.58		\$0.00
0	Fillister Head Screws M8 x 25 (order 5)	07 12 9 907 382	0	\$1.58		\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	John Montanez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Authorize issuance of a purchase order to Innovative Playgrounds Company, Inc., for new playground equipment for Magnolia Park. (Cost: \$161,067.67) (<i>Action Item</i>)		
		Date:	11/15/2022

OBJECTIVE

To request City Council authorization to purchase playground equipment from Innovative Playground Company, Inc. through the Sourcewell competitive bid program, Contract #010521-BUR.

BACKGROUND

The replacement of the playground equipment at Magnolia Park is part of the capital improvement priorities outlined in the 2019 Parks and Facilities Master Plan. Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase this type of equipment.

DISCUSSION

Sourcewell solicits, evaluates, and awards contracts to companies through a competitive bid process. As a member of Sourcewell, the City is able to utilize Sourcewell bid awards for equipment purchases. Staff recommends to purchase this playground equipment through this competitive bid program, Contract #010521-BUR for Innovative Playground Company, Inc.

FINANCIAL IMPACT

There is no impact to the General Fund. The total amount of \$161,067.67 will be funded by the Prop 68 Per Capita grant of the 2018 Park Bond Act.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order for Innovative Playground Company, Inc., in the amount of \$161,067.67 for the purchase of new playground equipment at Magnolia Park.

By: Mark Freeman, Recreation Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
Sourcewell Contract	10/31/2022	Backup Material	BCI_Burke_Contract_010521.pdf
Cost Estimate for Playground Equipment	10/31/2022	Backup Material	Est_10316_Magnolia_Park_- _Garden_Grove_Sourcewell_100722.pdf
Playground Rendering 1	11/3/2022	Exhibit	Park_Rendering_1.pdf
Playground Rendering 2	11/3/2022	Exhibit	Park_Rendering_2.pdf
Playground Rendering 3	11/3/2022	Exhibit	Park_Rendering_3.pdf
Playground Rendering 4	11/3/2022	Exhibit	Park_Rendering_4.pdf

**Solicitation Number: RFP #010521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and BCI Burke Company, LLC, 727 Northwest Way, Fond du Lac, WI 54937 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree 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 awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

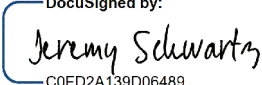
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

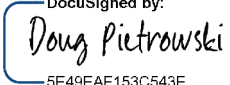
22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

BCI Burke Company, LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 2/15/2021 | 10:34 PM CST

DocuSigned by:

By: 5E49EAF153C543E...
Doug Pietrowski
Title: Chief Financial Officer
Date: 2/15/2021 | 1:06 PM PST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 2/15/2021 | 10:45 PM CST

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name: BCI Burke Company, LLC

Does your company conduct business under any other name? If yes, please state: WI

Address: 727 Northwest Way
Fond du Lac, WI 54935

Contact: Marianne Larson

Email: mlarson@bciburke.com

Phone: 920-933-6701

HST#:

Submission Details

Created On: Thursday November 12, 2020 10:17:31

Submitted On: Tuesday January 05, 2021 09:24:22

Submitted By: Jessica Westphal

Email: jwestphal@bciburke.com

Transaction #: 496579f6-aad4-4995-b61d-21d352c781ce

Submitter's IP Address: 24.196.128.114

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	BCI Burke Company, LLC	*
2	Proposer Address:	727 Northwest Way Fond du Lac, WI 54937	*
3	Proposer website address:	www.bciburke.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Doug Pietrowski, Chief Financial Officer, 727 Northwest Way, Fond du Lac, WI 54937 dpietrowski@bciburke.com (920) 921-9220	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Marianne Larson, Sales Support Manager, 727 Northwest Way, Fond du Lac, WI 54397, mlarson@bciburke.com, (920) 933-6701	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jessica Westphal, Sales Support Coordinator 727 Northwest Way, Fond du Lac, WI 54397, jwestphal@bciburke.com, (920) 933-6697	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	JE Burke Company was incorporated in 1920 as a weather-stripping company that quickly expanded to include the design and production of designer radiator furniture. After receiving a request to fabricate a slide for a family friend, JE Burke entered the playground industry and soon playground products were the company's main focus. The company remained family-owned and operated under the JE Burke company name until it was purchased from Greg Burke in 1997 and was incorporated as BCI Burke Company, LLC. Burke just celebrated our 100th anniversary this year. Our mission at Burke is simple: To bring Play That Moves You to communities around the world. Our purpose each and every day is to create quality and innovative playground equipment that inspires us to move. We do this with a culture that is focused on outcomes where everyone wins – the Company, our Employees, our Representatives, our Partners, our Customers and the Community. It's what we focus on every day. See attachment Burke History.	*
8	What are your company's expectations in the event of an award?	Our expectations are that Burke and Sourcewell will work as a cohesive team to provide Sourcewell customers with the highest quality products and services for the best value in the industry. We will commit our resources to immediately train our internal staff, Representatives and current customers regarding the benefits of purchasing through Sourcewell. We will market the Sourcewell contract to existing Burke and Sourcewell customers. We will introduce Sourcewell to the Canadian market using our current Representative and targeted Marketing initiatives to increase brand awareness for both Burke and Sourcewell in Canada. The Burke/Sourcewell partnership will continue to grow throughout the term of the contract as we exceed member expectations and bring "Play That Moves You" to communities throughout the US and Canada.	*

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	BCI Burke FEIN#: 39-1900568 NCAIS #: 332300 Architectural & Structural Metals Manufacturing Industry Type: Manufacturing Sub Type: Fabricated Metal Product Manufacturing Burke is a privately held company that is growing rapidly and has a strong financial position. We are pleased to provide the attached references to demonstrate our financial strength. BCI Burke has entered its 100th year of continuous operation in 2020 making us the oldest commercial playground equipment manufacturer in the United States. Achieving longevity such as this can only be accomplished through continued operational discipline and financial strength. See financial attachments	*
10	What is your US market share for the solutions that you are proposing?	Burke is proudly represented by local Representative Partners throughout the United States. Our market share varies by territory but is as strong as 30% in some areas.	*
11	What is your Canadian market share for the solutions that you are proposing?	Burke is proudly represented by local Representative Partners throughout Canada. Our market share varies by province but is as strong as 15% in some areas.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Burke has not ever petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Burke is best described as a manufacturer. Burke has thirty contracted US and Canadian Representative Firms that employ outside and inside sales representatives and administrative staff. The Representative Firms are responsible for servicing all markets within their contracted territory. The Representative Firms are independent entities that contract with Burke to sell Burke products within their specific territory. Please see the enclosed Representative Territory map to identify coverage of Burke products and services throughout the United States and Canada. Having solid relationships with our Representatives is critical for Burke; in fact it is these very relationships that set Burke apart in the industry from other manufacturers. Bottom line is that the customer needs to be taken care of in a timely manner, and that is what Burke and our Representatives do. It may sound like a simple concept, but it is not common in our industry. The relationship with our Representatives is based upon a model that consists of shared goals and objectives, mutual dependence, open lines of communication, mutual commitment to customer satisfaction, concerns for others profitability, and trust. Each of these items overlaps the next and must remain in proportional balance in order for Burke and our Representatives to be successful. Burke realizes that the Representative is also our customer and to maintain our model of successful factory/Representative relationship, professional respect, continuous improvement initiatives, and investment of effort by top management are a necessity. Burke recognizes and strives to support our Representative Firms' efforts by timely responses and open lines of communication, and in the end, this allows Burke and our Representatives to offer superior customer service to the end customer.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	It is a requirement in our industry to have all products certified through IPEMA to the ASTM F1487 and CSA Z614 playground safety standards for equipment and surfacing. We are active participants in the equipment certification program and the surfacing certification program, and all of our products are certified to the appropriate standards. Our company also maintains certification to ISO 9001 and ISO 14001, which are both necessities to compete and carry on business in our industry. BCI Burke offers Installer Training done in conjunction with NPCAI to offer both NPCAI and Burke Installer Certification. Many of our Representative Firms send their installers to this training to become Burke Certified Installers to ensure our products are installed safely, properly and compliant.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Burke has not had any Suspension or Disbarment proceedings during the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Burke has been featured in many magazines and received recognition for many of our designs. <ul style="list-style-type: none"> • Featured in LASN 2017 Playground Issue – Hope Playground in Redmond, OR. • Featured in LASN 2016 School Issue – First United Methodist Church in Richardson, TX • 2015 Ruth Hughes Innovative Accessible Recreation Facility Award from the New Jersey Commission on Recreation for Individuals with Disabilities for The Jets Play 60 All Access Playground at Central Park of Morris County Please see attached Burke Awards for additional awards we have also received.	*
17	What percentage of your sales are to the governmental sector in the past three years	30% of Burke's sales over the past three years are to the governmental sector.	*
18	What percentage of your sales are to the education sector in the past three years	35% of Burke's sales over the past three years are to the education sector..	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	OMNIA Partners - Contract # R170301 Over \$18M in sales over past 3 years Equalis Group/Sourcing Alliance - Contract # 2020.05.4A New Contract, no reported sales at this time. HGACBuy- Contract # PR11-20 Approximately \$1M in Sales in past 3 years Ohio State Contract – Schedule # 800702 Approximately \$3M in Sales in past 3 years NJ State Contract – Contract # T0103, 16-FLEET-00134 Over \$2.7M in Sales over past 3 years	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA – Contract #'s 47QSMA20D08NL & 47QSMA20D08NM Over \$6 Million in sales over the past 3 years CMAS – Contract#'s 4-20-78-0025B & 4-20-78-0025C Over \$700,000 in sales over the past 3 years	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Mecklenburg County Parks and Recreation	James Rainey	(980) 314-1043	*
Downers Grove School District	Kevin Barto	(630) 719-5858	*
Charlotte County	Lacey Solomon	(941) 833-3840	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Clark County School District	Education	Nevada - NV	Playground Equipment, Surfacing, Install	Range from \$15,000 to \$250,000	\$2,200,000	*
Town of Islip	Government	New York - NY	Playground Equipment, Surfacing and Install	ange from \$2,000 to \$155,000	\$2,800,000	*
Camp Lejeune	Government	North Carolina - NC	Playground Equipment, Surfacing, Install and Demo	Range from \$50,000 to \$100,000 per Location	\$6,500,000	*
USD 259	Education	Kansas - KS	Playground Equipment, Surfacing and Install	Range \$500 to \$120,000 per project	\$1,700,000	*
IDEA Schools	Education	Texas - TX	Playground Equipment, Surfacing and Install	Range from \$50,000 - \$200,000	\$2,800,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	<p>Burke employs four Regional Sales Managers (RSM) who assist our Representative firms and customers in a variety of ways. Each RSM is assigned a territory within the United States and Canada (Northeast, Southeast, Western and Midwest). The RSMs assist our Representative Firms by joining them in customer visits, lunch & learns, tradeshow, territory development, training and recruiting. The RSMs report directly to Michael Phelan, Burke's President/CEO. Burke's Sales Support and Marketing Departments provide continuous support to the RSMs and Representatives. This model has proven to be very effective for Burke and demonstrates our commitment to fully support our Representative firms and our customers.</p> <p>Burke RSMs also handle Burke Direct sales into areas that are not currently covered by a contracted Representative firm. RSMs work closely with Burke Sales Support Staff to ensure exceptional Burke designs, timely submission of proposals and quotes, order placement, order delivery, equipment installation and service.</p>
24	Dealer network or other distribution methods.	<p>Burke has thirty contracted US and Canadian Representative Firms that employ outside and inside sales representatives and administrative staff. The Representative firms are responsible for servicing all markets within their contracted territory. The Representative firms are independent entities that contract with Burke to sell Burke products within their specific territory.</p> <p>The Burke team is here to help before, during and after the sale – long after. From the initial design through the final installation, Burke works closely with its Representatives and directly with government entities to make sure all the pieces come together. Our focus is not just about Play that Moves Us today; it is about building a relationship with Sourcewell Partners and customers for years to come.</p> <p>Having solid relationships with our Representatives is critical for Burke; in fact it is these very relationships that set Burke apart in the industry from other manufacturers. Bottom line is that the customer needs to be taken care of in a timely manner, and that is what Burke and our Representatives do. It may sound like a simple concept, but it is not common in our industry.</p> <p>The relationship with our Representatives is based upon a model that consists of shared goals and objectives, mutual dependence, open lines of communication, mutual commitment to customer satisfaction, concerns for others profitability, and trust. Each of these items overlaps the next and must remain in proportional balance in order for Burke and our Representatives to be successful. Burke realizes that the Representative is also our customer and to maintain our model of successful factory/Representative relationship professional respect, continuous improvement initiatives, and investment of effort by top management are a necessity. Burke recognizes and strives to support our Representative Firms' efforts by timely responses and open lines of communication, and in the end this allows Burke and our Representatives to offer superior customer service to the end customer. Please see the enclosed Representative map to identify coverage of Burke products and services throughout the United States and Canada.</p>
25	Service force.	<p>We have one service and parts center with three full time technicians. The hours of operation are 7:30am-4:30pm Central Time. After-hour phone calls are recorded and are returned / answered the following business day. Additionally, our Representatives have access to our website 24/7. This website offers our Representatives a large amount of information they can access before, during or after our normal hours of operation.</p> <p>Burke has a toll free Customer Service telephone number available for customers to call the factory direct. Our Customer Service staff has the ability to process requests almost immediately and we can ship service parts the same day in many cases, including Next Day Air service if the situation requires it. Customer Service requests are forwarded directly to the Production Manager and their staff for immediate processing</p>

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Burke Customer Service staff is arranged to provide a person to talk to when a need arises. Incoming calls go directly to a real-live person, not an answering system. Staff also stagger their breaks, lunches and vacations to ensure someone is always available for calls during normal business hours. Our Customer Service staff has the ability to process requests immediately and we can service parts the same day in many cases, including Next Day Air service if the situation requires it. They have the availability to see stock status of parts to ensure promises made to customers on ship dates are met. Their requests (via information from the customer) are forwarded directly to the Production Manager and staff for immediate processing.</p> <p>Burke is committed to providing superior customer service. Not only do we evaluate our processes internally, we regularly send Customer Satisfaction Surveys to recent order recipients. We request feedback on quality, appearance, and the ease of installation. The survey also requests input on our selection of products, service provided by our Sales Representatives, and suggestion for improvement. These responses are then documented and reviewed by our Management, Quality and Customer Service departments.. This data is used to evaluate opportunities for continual improvement of system effectiveness and customer satisfaction.</p>	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Burke is able to offer our contracted products and services to Sourcewell customers throughout the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Burke is very willing and able to provide our products and services to Sourcewell customers in Canada. Since 2010 we have had an Authorized Representative, PlayQuest Recreation, proudly representing Burke products in the Provinces of Alberta, Manitoba, Saskatchewan, Northwest Territories, Yukon and Northern British Columbia. PlayQuest Recreation provides turnkey solutions for any sized project. Since then Burke has hired on two more Representatives. Cobequid Consulting representing the Provinces of Nova Scotia, New Brunswick and Prince Edward Island and Suttle Recreation covering the Provinces of British Columbia and Yukon.</p> <p>Burke is actively seeking new Representation in the areas that are currently being serviced by Burke Direct. Burke's Regional Sales Manager visits Canada frequently and is working on partnerships with local installers and surfacing companies in Ontario and Quebec. In the City of Brampton, the fastest growing municipality in Canada, Burke equipment has been officially approved. Several architectural firms are scheduled to review Burke products and we are aggressively pursuing approval to be included in their specifications.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Burke is able to offer our contracted products and services to Sourcewell customers throughout the United States and Canada without any geographic restrictions.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Burke is not restricted by any other cooperative agreements pertaining to the Member Sectors to which we can sell. Burke is able to provide our contracted products and services in the government, education and not-for-profit sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to Sourcewell members in Hawaii and Alaska and in US Territories. These customers would be handled directly by Burke Corporate as a Burke direct customer.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Burke will develop and utilize cobranded postcard mailers, email blasts, and Google Adwords advertising to dramatically elevate awareness. In addition, each message will be shared via our social media campaign.</p> <p>Website / Catalog</p> <p>Burke's two most impactful marketing initiatives are our website and catalog. Burke will maintain a dedicated page within our website outlining our relationship with Sourcewell and providing a link to the Sourcewell web site. Sourcewell will also be included in our printed catalog.</p> <p>Direct Mail Campaigns/ Co-branded Collateral/Advertising Schedule</p> <p>Our marketing team will build in the Sourcewell logo and language to co-brand our pieces in our scheduled marketing campaigns. Additionally, we will budget for additional mailings specific to Sourcewell Direct mail postcards will be sent to our database, along with any database records that Sourcewell provides.</p> <p>Print advertising is scheduled in local and national publications for the year and will include Sourcewell in our scheduled placements. These publications include, but are not limited to Parks & Recreation Magazine and Parks and Rec Business Magazine. We also participate in state specific publications such as California Parks and Recreation Society (CPRS) Magazine, and our partnership will also be reflected in those advertisements.</p> <p>Tradeshow Participation</p> <p>Burke has increased our presence in both the local and national tradeshow circuit, heavily increasing our marketing efforts for the National Recreation and Parks Association (NRPA) Annual Conference in September, as well as the American Society of Landscape Architects (ASLA) immediately following NRPA in October. We will incorporate the Sourcewell logo in our physical handouts, as well as our pre-and post-show marketing efforts, including print advertising in national magazines and show specific publications, email blasts, and our social media campaign.</p> <p>Internal Promotion</p> <p>Burke provides a Burke Spot for all upcoming news and events to all our employees and Representative Firms. We will send ongoing updates regarding the contract award and reminders will be include the Sourcewell contract in their communication and sales tactics. We hold an annual Sales Conference for our Representative Firms that include continuing education presentations and updates. Sourcewell contract details and reminders are included in these presentations.</p> <p>See attached examples of Burke's 2021 Catalog, Shade Systems Catalog, and current marketing materials used with similar contracts and promotions.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Burke uses Facebook, Twitter, LinkedIn, YouTube, Vimeo and a Blog to share pertinent information with followers that include both Representative and potential customers. Many of our Representatives share Burke posts and information with their followers to help spread the message even further. Burke also runs an email campaign, utilizes AdWords and Remarketing and participates in Facebook ads to assist in brand awareness and help promote its products.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>By linking existing clients with Burke, Sourcewell can provide customers better and additional resources by promoting this contract and partnership.</p> <p>In addition to the marketing efforts above in Question 32, Burke will pull our existing government customers from our databases and send targeted email blasts and direct mail postcards to these contacts. Our message will include not only the award of the contract, but can also include our past efforts and successes utilizing this contract and encourage them to take advantage of this opportunity.</p> <p>Because these contacts are existing customers, our Representative Firms and sales staff can also contact some of these clients directly, based on the relationship we have built and sustained in some of these markets to promote the benefits of utilizing Sourcewell for another project.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Most business is conducted through location Representatives due to the complexity of playground projects. If awarded the Sourcewell Contract, Burke is open to replicating an ordering system similar to the GSA Advantage website for use by Sourcewell customers.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>BCI Burke offers Installer Training done in conjunction with NPCAI to offer both NPCAI and Burke certifications. This is a two day training at a significantly reduced rate that includes lodging and meals. Installers will also receive a tour of Burke Headquarters. Installer Training is optional; installers do not need to be Burke or NPCAI Certified to install our equipment as long as the installation instructions are followed. Burke also offers product training, including Lunch & Learns for designers and staff. Topics include:</p> <ul style="list-style-type: none"> • Proper Playground Maintenance • Play That Moves You – Making The Case for Play • Designing Play That Moves You • Burke Product Training • Creating Safer Play – NPPS Safety Supervision <p>Burke offers a continuing education program to Parks and Recreation professionals, Landscape Architects and Architects where they can obtain CEU credits and help further their education. The program is offered as a self-paced online course through AEC Daily as well as in-person at conferences, symposiums or Lunch and Learns. The in-person training is provided by a certified trainer and includes leave behind study guides and references to help keep important information at their disposal. These three courses are developed with experts in the field and provide no-cost training options and offer the opportunity to learn about Inclusive Play, Outdoor Fitness and Obstacle Courses and Outdoor Musical Instruments.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>EZDesign Software</p> <p>Burke's Designers utilize our proprietary EZDesign software, which is known to be the most advanced in the industry – features all applicable safety standards and ADA requirements built right into the design configurator.</p> <p>KoreKconnect Direct-Bolt System</p> <p>Nucleus and Voltage feature our Industry-leading KoreKconnect direct-bolt system resulting in the strongest and most accurate connection system ever. Factory located connection points make for easy, precise installation and an error-free fit. Best of all, KoreKconnect is covered for 100 years under our non-pro-rated Generations Warranty</p> <p>KoreKconnect clamp castings [Nucleus, Voltage] shall be cast aluminum heat-treated alloy A356-T6 with a tensile strength of at least 34,000 psi, yield strength of at least 24,000 psi, shear of 20,700 psi, and elongation of 3.50% minimum. Each casting shall clamp to the post with two connection bolts. Clamp casting shall encapsulate the component attached to support surge loads, preventing surge loads being supported by only the hardware. Clamp shall be finished with a baked on powder coating.</p> <p>Color compounded, rotationally molded plastics</p> <p>You'll get long wear and bright, vibrant colors that hold up for years thanks to our thick, durable rotomolded plastics with UV-20 protection. Color compounding provides greater structure integrity for the life of rotationally molded products; the UV inhibitor is added during the production process and keeps these plastics from UV degradation and fading like that of products produced via a Dry-Blend process.</p> <p>Rotationally Molded Plastic Parts shall be manufactured from color compounded, linear, low-density polyethylene with an average of .250" wall thickness and textured non-sliding surfaces. Plastic parts shall be UV stabilized to UV-20 and shall have a density of 0.935 per ASTM D-1505. Plastic parts shall have a tensile strength at yield no less than 2800 psi with flexural modulus of 90,000 psi.</p>

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>We all share one earth, and at Burke we want to preserve our planet for future generations of children. We’ve implemented a variety of practices to help us help keep our shared world a better, greener place.</p> <p>Manufacturing: Being ISO 14001:2015 certified means we have strict environmental controls built into our manufacturing process. We get 100% of our energy from wind and other renewable resources. This helped us earn the Green Power Partner designation from the US Environmental Protection Agency – the only playground manufacturer to achieve this! Internally, we have a very comprehensive recycling program where we recycle the following:</p> <ul style="list-style-type: none"> • Metal products, including stainless steel and copper/brass • Aluminum • Cardboard (separate dumpsters on site for this) • HDPE (High Density Polyethylene) • Wood pallets • Paper and aluminum cans and plastic bottles (bins at each person's desk for these) <p>Additionally, we have an internal EMAP (Environmental Management Action Plan) to try to achieve 100% LED Lighting in the entire facility over a three year span starting in 2019. To date we are over 90% LED fixtures on our campus. In our powder coat system, we utilize phosphate-free chemicals in our cleaning processes, as well as enlist a third-party certified handler to manage any wastes from this process according to State and Federal regulations. We also utilize motion activated lights wherever feasible to reduce the amount of energy consumed in lighting, especially in warehouse and even restroom areas.</p> <p>Design: We design high-quality products with long life expectancies and quality components to extend the useable life of the play space. Many of our raw materials have recycled content, including our steel tubes and castings. In addition, many other Burke products are made from recycled material. For example, the NaturePlay® ClubHouse™ Board Panels and Roofs are made from 75% post-consumer material and are 100% recyclable after use.</p> <p>Offices: Our corporate office uses energy efficient LED lighting to help reduce energy use on a daily basis. We also use recycled paper to print our catalogs and created a digital catalog to decrease the amount of paper being used. We abide by the six R's: Reduce, Reuse, Recycle, Repair, Recover and Respect.</p> <p>Suppliers: To minimize transportation costs and fuel usage, we prefer to work with suppliers located near our manufacturing facility if at all possible.</p> <p>See attachment Green Initiative</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Burke has received the ISO 14001:2015 Certification by the NSF-International Strategic Registrations for Design and Manufacture of Playground Park and Recreation Equipment with the Design, Manufacture and Distribution of Specialized Parts. We get 100% of our energy from wind and other renewable resources. This helped us earn the Green Power Partner designation from the US Environmental Protection Agency – the only playground manufacturer to achieve this! See attachment Green Initiative</p>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>BCI Burke is not eligible for WMBE or SBE accreditation, however many of our local Sales Representatives have obtained these accreditations.</p>

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Research At Burke we believe great product design comes from great research, for example we continue to study how children play with our partner at University of Nebraska Omaha and incorporate what we learn into our product and playground designs. Our product design process includes a focus on how to enhance development and overall experience for children and adults of all abilities.</p> <p>Design To design the best playgrounds that comply with necessary standards, Burke has proprietary software that has all of the controls built-in to ensure all safety standards are met. Fusing creativity into playspaces, we have landscape designers to design custom playspaces using panels and unique layouts to create a space that ignites imagination and brings communities together.</p> <p>Playground Grant Search and Fundraising Burke provides options and programs that can help you raise funds and search for grants to help fund your playground equipment. For your convenience, we've brought together information on our fundraising program, grant resources and purchasing cooperatives. And of course, we're always glad to discuss your playground equipment needs and help you find ways to get the playground your kids deserve. https://www.bciburke.com/resources/playground-funding-resources</p> <p>Promotions and Grants Burke offers three to four promotions annually that we will share with Sourcewell participants. We also have a Burke in-kind grant program that customers can apply for if they meet the criteria.</p>
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	<p>Burke stands behind our products like no other playground manufacturer. It starts with Burke Built® quality that is backed by the longest and strongest warranty in the industry – the Burke's Generations Warranty®. We don't prorate your warranty and if a plastic play event needs replacement during the warranty period due to manufacturing defect, we'll replace it for free and give you a brand-new warranty on the part.</p> <p>Burke's hand-crafted quality also means less maintenance is required, which keeps your operating costs low and your playground open for play.</p> <p>The Burke Generations Warranty is the longest and strongest in the industry and shows our commitment to creating spaces that will serve communities for years to come.</p> <p>Labor is not included in Burke's warranty. However, numerous Burke Representatives include a supplemental warranty for labor related to warrant repairs on Burke equipment.</p> <p>Each warranty claim is reviewed on a case by case basis to ensure the full scope of the claim is understood and documented. It is during this review that a decision is made on the cost of labor and if it is to be covered in relation to the claim. See Burke Warranty and Shade Systems Warranty attachments</p>	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranty is not prorated and replacement parts covered under that warranty will have their own appropriate, full-length warranty instead of being restricted to the balance of the original warranty period which is based on the date it was shipped by the manufacturer. Furthermore, all parts covered under Burke's warranty are shipped free of charge.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Burke offers a Back-charge/Reimbursement form as needed (which includes mileage reimbursement) for when products are replaced. Every circumstance is handled individually by Customer Service staff and/or Plant Manager.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Burke has Authorized Representatives across the US and Canada that are able to assist with locating qualified installers for removal or replacement of parts. If there is a territory unrepresented by a Burke Dealer, Burke Corporate will locate a qualified organization to assist with product removal or installation. Many of Burke parts can be simply replaced without needing to rely on outside contractors or installers.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Burke does not cover warranty service for parts made by other manufacturers. Burke also takes great care in making sure we do not mix and match our parts with other manufacturers on the same piece of play equipment. Installers will, in most cases, work with whatever equipment is on site, even if it is multiple suppliers, however warranty service should be directed to the original manufacturer if at all possible.	*
47	What are your proposed exchange and return programs and policies?	If products are returned to Burke due to an error in ordering or the customer has changed their mind on something, parts that can go directly into stock with no additional work are simply put into stock and the customer is credited for those parts. Parts that need additional processing or re-powder coating are assessed a 25% re-stocking charge. If parts are not able to be used (as determined by the Quality Manager) and have to be scrapped, the customer will not receive credit for those items.	*
48	Describe any service contract options for the items included in your proposal.	Burke does not provide service contract options.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	There are no credit requirements for governmental entities purchasing with BCI Burke. All governmental entities are granted net 30 day terms.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	To assist with financing, Burke partners with NewLane Finance to offer a payment plan for approved customers. See NewLane Finance attachment	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The Burke Representative will receive a signed quotation or purchase order from the Sourcewell customer. The Representative will utilize Burke's internet based ordering system which is available for use by Authorized Representatives only. The system is entirely self-developed and self-managed by our in-house IT and Order Entry Departments. Once the order is placed, our Order Entry Department will process the order internally. The order is carefully reviewed by the Order Entry and Design Departments to ensure the order matches the customer's purchase order including equipment, color, price, requested delivery date, shipping location and any other information pertinent to the order. The Burke Representative will invoice the customer once the order has shipped. All Sourcewell orders will be flagged as such in Burke's system so that Burke's Accounting Department is able to easily identify the Sourcewell orders and generate quarterly reports which accurately reflect Sourcewell order totals.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Burke is currently not set up to accept P-card payments. If awarded the Sourcewell contract, Burke will carefully consider adding this capability.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	All contract pricing is determined using product category discounts. Information relating to Burke equipment, Burke Turf, Burke Tiles, Shade and installation is provided in the Burke 2021 Price List attachment which includes Burke Equipment & Surfacing Pricing, Burke Equipment Installation Rates, and Shade Structures Pricing.	*

54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Burke will offer discounts off of list price for each product category as follows:</p> <ul style="list-style-type: none"> • 7% Discount off of published list prices: <ul style="list-style-type: none"> o Burke Playground Equipment o Sports & Recreation Equipment o Site Amenities o Borders • 5% Discount off of published list prices <ul style="list-style-type: none"> o Burke Turf o Burke Tiles <p>3.5% Discount for shade products</p> <ul style="list-style-type: none"> • Burke Equipment Installation <ul style="list-style-type: none"> o Not to exceed rates based on List Price of proposed equipment. See attached chart which provides the rates for each state. • Burke Tile Installation Rates <ul style="list-style-type: none"> o A per tile rate based on location of project. See attached chart which provides the rates for each state. • Freight <ul style="list-style-type: none"> o Due to fluctuations in freight rates and the varying size and shape of playground equipment, freight is determined on a per project basis. Freight will be invoiced to NJPA customers at Burke's cost. The freight charge will be clearly noted on the quote provided by Burke. <p>All pricing information relating to Burke equipment, Burke Turf, Burke Tiles and installation is provided in the Burke 2021 Price List attachment</p>	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Burke will offer the following volume discounts on Burke Playground Equipment, Sports & Recreation Equipment, Site Amenities and borders:</p> <p>List Price Range Discount off of list price</p> <p>\$1-\$49,999 Standard proposed discount of 7% off of list price</p> <p>\$50,000-\$99,999 10% Discount off of list price</p> <p>\$100,000 and above 15% Discount off of list price</p> <p>Burke offers promotions throughout the year which will provide additional customer discounts. These promotional prices will be offered to Sourcewell customers and quoted accordingly. We will encourage Sourcewell customers to utilize these deep discounts when they are available.</p> <p>Please note that volume pricing does not apply to surfacing or installation.</p>	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Sourcewell customers are able to purchase non-Burke contracted products and services by utilizing the "open market" clause in the Sourcewell contract. Our Representative firms distribute a wide variety of ancillary products including water play, bleachers, park shelters, non-Burke surfacing (PIP, EWF etc.) offering a full turn-key solution for Sourcewell customers. Burke will provide line item quotations for these "open market" items on the Sourcewell quote, and will clearly indicate that these are "open market" goods and/or services. The Sourcewell customer will be required to sign the quotation, which is an indication that they agree to the products and services as quoted.</p>	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>All costs for the project will be indicated as a line item on the customer's quotation. Installation will be charged per the Equipment Installation Rate sheet included in the pricing section. These charges are "do not exceed" rates and do not apply to prevailing wage projects. Please see the Equipment Installation Rate sheet for more information. The customer will be notified of any additional charges that may apply to custom equipment, surface mount or coastal paint options.</p>	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Due to fluctuating fuel prices, freight rates are quoted on a per project basis, and are valid for 30 days from the quote date. The freight charge will be clearly indicated on the quote provided by Burke and will be quoted at Burke's cost.</p>	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Burke will use transportation brokers to source out the most cost effective freight rate to ship to Alaska, Hawaii and Canada. The freight charges will be clearly noted on the quote provided by Burke.</p>	*

60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Because Burke quotes out each project individually, we are able to accommodate special delivery requests (lift gate, residential delivery, and timekeeper) for an additional cost which will be reflected on the quotation	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	As mentioned in the answer to question 51, each Sourcewell customer order is carefully audited by our Accounting Department, Design Department and Sales Department to ensure everything is to the customer's specifications and according to the terms and conditions of the Sourcewell contract. Burke works very closely with our Representatives and customers to ensure total customer satisfaction throughout the entire process.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Burke is pleased to offer an administrative fee of 2% of the of the customer price of all products and services invoiced/sold under the Sourcewell contract. This fee will be reported and paid to Sourcewell on a quarterly basis. The sale will be reported and the fee paid once full payment is received from the Sourcewell customer. Burke agrees not to up-charge or offset the administrative fees to Sourcewell Members.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Playground Equipment Sports & Recreation Equipment Site Amenities Shade Burke Turf and Burke Tiles Surfacing, including plastic borders Installation of Burke Equipment Installation of Burke Turf & Burke Tiles Delivery of all products Sourcewell customers will also be able to purchase non-Burke contracted products and services by utilizing the “open market” clause in the contract. Our Representative firms sell a wide variety of products including water play, bleachers, shelters, surfacing (PIP, EWF etc.), offering a full turn-key solution for your park or school. See attachments: Burke 2021 Catalog Shade Systems Catalog
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Burke does not have any products or services that have subcategories.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Playground equipment, site furnishings, site amenities, and accessories.	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	*
67	Water play and aquatic recreational structures and equipment.	<input type="radio"/> Yes <input checked="" type="radio"/> No	These products are available for purchase via open market designation through our local Representative Firms	*
68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Burke offers Burke Turf and Burke Tile pricing as line items on the contract. Additional surfacing options are available as open market items through our Authorized Representatives.	*
69	Services related to the solutions above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If we are awarded the contract we will monitor our progress and success by measuring activity and revenue generation. The best metrics to capture this are tracking the project dollars quoted using the contract and the order dollars placed using the contract. We can track this by Representative firm and by territory to understand where we are being successful and develop targeted efforts for areas we want to improve.
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	At Burke, we design and test our products to all applicable safety standards. We are participants in the International Play Equipment Manufacturer's Association (IPEMA) certification program, and our facility and processes are audited by IPEMA and their third-party verifier to participate in the program and maintain certified products. Burke's Engineering and Product Design Manager, Scott Liebelt, is a director on the IPEMA Board of Directors. He attends ASTM and IPEMA meetings to participate in writing, revising, and interpreting the IPEMA procedures and ASTM-1487 standard, which is the consumer safety performance specification for playground equipment for public use. We have six Burke employees from a variety of departments that are Certified Playground Safety Inspectors (CPSI) through the National Recreation and Park Association (NRPA). The design of our playspaces also promotes safety, well-being and accessibility by focusing on not just access but Universal Design. This means designing spaces to be useable for everyone in the community, regardless of ability, level of concentration or age. Not only do we provide a variety of play events that are designed with these principles, but the overall play environment design has the Universal Design lens with play variety and equity as important considerations. In order to create spaces for the well-being and development of all people, we need to design them with engagement, excitement, socialization and community for everyone.
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	Customizable playspaces can set your playground apart and create an imaginative play experience like no other! Your Burke Representative and our creative Design Team will help you bring your play environment to life and create a space that's as unique as your community with anything from custom vehicles, play panels, photo opportunity panels, storefronts, post toppers, counters, NaturePlay, ClubHouses, barns, airplanes and more! Our Design Team has backgrounds in design, animation, landscape architecture and art and uses their creativity and experience to design a play environment that fosters pretend play and helps children develop friendships and enhance their imaginative skills.
73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	<ul style="list-style-type: none"> • ISO 9001:2015 Certification • ISO 14001:2015 Certification • Founding and active member of the International Play Equipment Manufacturer's Association (IPEMA). In fact Burke's Engineering and Product Manager, Scott Liebelt, is a director on the IPEMA Board of Directors. He attends ASTM and IPEMA meetings to participate in writing, revising, and interpreting the IPEMA procedures and ASTM-1487 standard, which is the consumer safety performance specification for playground equipment for public use. • Accredited IPEMA Certification facility • Alliant Energy's Second Nature™ Program • Partner with US Environmental Protection Agency Green Power Program • Partner with the National Program for Playground Safety (NPPS) and only playground manufacturer to give a free NPPS Playground Supervision Safety Kit with every modular play structure order! • Currently, six Burke employees are certified through the National Recreation and Park Association (NRPA) as Certified Playground Inspectors

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jessica Westphal, Sales Support Coordinator, BCI Burke Company, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	<input checked="" type="checkbox"/>	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	<input checked="" type="checkbox"/>	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	<input checked="" type="checkbox"/>	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	<input checked="" type="checkbox"/>	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	<input checked="" type="checkbox"/>	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	<input checked="" type="checkbox"/>	2

AMENDMENT #1
TO
CONTRACT # 010521-BCI

THIS AMENDMENT is by and between **Sourcewell** and **BCI Burke Company, LLC** (Vendor).

Vendor was awarded a Sourcewell Contract for Playground and Water Play Equipment with Related Accessories and Services effective February 15, 2021, through February 17, 2025, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Table 13: Audit and Administrative Fee—Line Item Question 63 of the Proposal is deleted in its entirety and replaced with the following new language:

RESPONSE: Burke is pleased to offer an administrative fee of 2% of the customer price of all products and services, excluding freight and bond charges, invoiced/sold under the Sourcewell contract. This fee will be reported and paid to Sourcewell on a quarterly basis. The sale will be reported, and the fee paid once full payment is received from the Sourcewell customer. Burke agrees not to up-charge or offset the administrative fees to Sourcewell Members.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

By: DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 3/10/2021 | 5:29 PM CST

BCI Burke Company, LLC

By: DocuSigned by:
Marianne Larson
560EA7AAB49D42D...
Authorized Signature

Marianne Larson
Name – Printed

Title: Sales Support Manager

Date: 3/10/2021 | 2:23 PM PST

Sourcewell–APPROVED:

By: DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
Authorized Signature

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 3/10/2021 | 5:47 PM CST

**AMENDMENT #2
TO
CONTRACT #010521-BCI**

THIS AMENDMENT is by and between **Sourcewell** and **BCI Burke Company, LLC** (Vendor).

Sourcewell awarded Vendor a contract for Playground and Water Play Equipment with Related Accessories and Services effective February 15, 2021, through February 17, 2025, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Section 18. Insurance, Subsection A. Requirements, Item 5 Professional/Technical Errors and Omissions of the Original Agreement is deleted in its entirety.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz C0FD2A139D06489...

Title: Director of Operations & Procurement/CPO

Date: 3/18/2021 | 4:23 PM CDT

BCI Burke Company, LLC

DocuSigned by:
By: Doug Pietrowski
Doug Pietrowski 5E49EAF153C543E...

Title: CFO

Date: 3/18/2021 | 2:11 PM PDT

Sourcewell-APPROVED:

DocuSigned by:
By: Chad Coquette
Chad Coquette 7E42B8F817A64CC...

Title: Executive Director/CEO

Date: 3/18/2021 | 4:25 PM CDT

Innovative Playgrounds Company, Inc
 12407 E. Slauson Ave. Unit D
 Whittier, CA 90606
 Ph: (562) 693-5200
 Fax: (562) 693-5199
 www.innovplay.com



Estimate

Date	Estimate #
10/7/2022	10316
Rep	ALVIN

Bill To:	Ship To:
City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92840 SOURCEWELL ID# 32278	Magnolia Park 11402 Magnolia St. Garden Grove, CA 92841
	Job Name: Magnolia Park

Item	Description	Total
PLAY UNIT	Supply Burke Play Equipment as Per Drawing #513-157848-3, Includes (1) "Nucleus Evolution Series" Play Unit Play Equipment for 5-12 Age Group and (1) "Nucleus Series" Play Unit for 2-5 Age Group and an Integrated Ara Shade, with 5" OD Aluminum Posts, (1) Inclusive Volta Spinner, (1) ADA Panel Cluster, (1) Two Bay 5" OD Arch Swing with (2) Belt Seats, (1) Freedom ADA Seat, and Chains, (5) 8' Traditional Series Backless Benches, (2) PVC Litter Containers, and (2) Welcome/Safety Age Signs. LIST PRICE \$165,611.00 "SOURCEWELL CUSTOMER DISCOUNT" APPLIED (\$24,841.65) (Burke Sourcewell Contract # 010521-BUR)	140,769.35T
KIT-2	FREE Maintenance Kit (Includes Installation Booklet, Graffiti Remover, Tools and Touch Up Paint). LIST PRICE \$250.00	0.00T
KIT-3	FREE NPPS Safety and Supervision Kit (Includes Infrared Thermometer, Supervision Safety Booklet and Safety Pack). LIST PRICE: \$250.00	0.00T
WARRANTY	LONGEST AND STRONGEST WARRANTY, INCLUDING UV-20 PROTECTION ON PLASTICS.	0.00
FREIGHT	Shipping Charge to Garden Grove, CA. Freight Price Valid for 30 Days Only, Due to Fluctuating Fuel Pricing. Please Requote After 11/4/22.	7,981.00
INCLUDES-1	Pricing includes supply only.	0.00T
EXCLUDES-1	Pricing excludes receiving, unloading and storage of parts, impact attenuation surfacing, installation and any site work/preparation/additional amenities.	0.00T

PAYMENT TERMS - PRODUCT with INSTALLATION PROJECTS:

Provide a check for 50% of the entire project at time of order.
 Provide a check for 25% of the entire project prior to start date.
 Provide a check for the remaining 25% at the completion of the project.

PAYMENT TERMS - PRODUCT ONLY PROJECTS:

Provide a check for 50% of the entire estimate at time of order.
 Provide a check for remaining 50% prior to order shipping from manufacturer.
 For estimates under \$5,000, provide a check for 100% of the entire project at time of order.
 NET 30 ON PO'S FROM CITIES, SCHOOL DISTRICTS, STATE, OR FEDERAL ENTITIES

Sales Tax will be reflected as of date of invoice

Subtotal \$148,750.35










Sales Tax (8.75%) \$12,317.32

Total \$161,067.67

ESTIMATE VALID FOR 30 DAYS

Acceptance of Estimate. The above prices, specifications and conditions are satisfactory and are hereby accepted. Any alterations or deviations from the above will be accepted only upon written notice and will become an extra charge over and above the estimate period. Shipping and/or installation dates are 8-10 weeks from acceptance date. Invoices will be issued upon shipment of product or start of installation services. Balance of deposit due as per payment terms.

Accepted By:

COLOR KEY	
	TAN
	OLIVE
	ORANGE
	LIME
	YELLOW
	LIME/BLACK
	ORANGE/BLACK
	YELLOW/BLACK
	OLIVE/BLACK









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 from the meetings held on October 11, 2022, and October 25, 2022. (*Action Item*) Date: 11/15/2022

Attached are the minutes from the meetings held on October 11, 2022, and October 25, 2022, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes - October 11, 2022	11/10/2022	Minutes	cc-min_10_11_2022.pdf
Minutes - October 25, 2022	11/10/2022	Minutes	cc-min_10_25_2022.pdf

RECONVENE

At 6:43 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

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

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 (F: 23.18C)

ORAL COMMUNICATIONS

Speakers: Tom Raber, Ruby Garcia, Kyle Mason

RECESS

At 7:14 p.m. Mayor Jones recessed the meeting.

RECONVENE

At 7:15 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

ADOPTION OF A PROCLAMATION CELEBRATING NATIONAL RED RIBBON WEEK FROM OCTOBER 23RD THROUGH 31ST IN GARDEN GROVE (F: 83.1-2022)

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

October 23rd through October 31st be proclaimed 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.

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

Following the vote, Teresa Caizzio representing the Elks Lodge, along with their mascot, approached the podium and shared the origin story of Red Ribbon Week and thanked the City Council for their support.

ADOPTION OF A PROCLAMATION RECOGNIZING PREGNANCY AND INFANT LOSS AWARENESS MONTH (F: 83.1-2022)

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

October be recognized as Pregnancy and Infant Loss Awareness Remembrance Month, and encourages individuals and communities to meet the needs of bereaved mothers, fathers, and family members.

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 PROCLAMATION IN RECOGNITION OF OCTOBER 23, 2022 THROUGH OCTOBER 29, 2022, AS CHILDHOOD LEAD POISONING PREVENTION WEEK (F: 83.1-2022)

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

October 23 through October 29, 2022, be declared 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.

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 OF AN AMENDMENT TO THE AGREEMENT WITH THE STRAWBERRY FESTIVAL ASSOCIATION FOR THE ANNUAL STRAWBERRY FESTIVAL (F: 55.343) (XR: 42.3)

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

The Amendment to the Agreement with the Strawberry Festival Association, be approved, to extend the term for two additional years to conduct the annual Strawberry Festival on Memorial Day weekend in 2024 and 2025; and

The City Manager be authorized to execute the Agreement, including any minor modifications as appropriate hereto, 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

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) (F: 117.16Q)

CITY COUNCIL ACTION

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

The Assignment and Assumption Agreement be approved;

The Amendment to the Tamerlane Affordable Housing Loan Agreements and Regulatory Agreements be approved; and

The City Manager be authorized to execute the agreements, and any pertinent related documents, and to make minor modifications as needed on behalf of the City.

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

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

HOUSING AUTHORITY ACTION

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

The Assignment and Assumption Agreement be approved;

The Amendment to the Tamerlane Affordable Housing Loan Agreements and Regulatory Agreements be approved; and

The Director be authorized to execute the agreements, and any pertinent related documents, and to make minor modifications as needed on behalf of the Housing Authority.

The motion carried by a 8-0-1 vote as follows:

Ayes: (8) O'Neill, Bui, K. Nguyen, Klopfenstein, Jones, T.
Nguyen, D. Nguyen, Brietigam
Noes: (0) None
Absent: (1) Beckles

RECEIVE AND FILE MINUTES FROM THE MEETINGS HELD ON AUGUST 9, 2022, AUGUST 23, 2022, AND SEPTEMBER 13, 2022 (F: VAULT)

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

The minutes from the meetings held on August 9, 2022, August 23, 2022, and September 13, 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 Bui, seconded by Council Member Klopfenstein that:

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;

Demands covered by 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;

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;

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;

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;

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;

Demands covered by 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;

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; and

Payroll deposits 00012117 through 00012737 and check numbers 00185157 through 00185172 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 Bui, 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

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 (F: 117.15B)

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

The comprehensive Memorandum of Understanding with the Cities of Fountain Valley and Westminster be approved;

An Interim Lease Agreement with West St Investments, LLC, for the site, be approved; and

The City Manager be authorized to execute all documents on behalf of the City, and to make minor modifications as needed.

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 CITY PROJECT NO. CP1316000, GARDEN GROVE BOULEVARD REHABILITATION (F: 96-PROJ.CP1316000)

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

A contract be awarded to R.J. Noble Company in the amount of \$2,049,175 for Garden Grove Boulevard Rehabilitation from Harbor Boulevard to Fairview Street; and

The City Manager be authorized to execute an agreement 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

SECOND READING OF ORDINANCE NO. 2939 (F: 115.A-035-2022)

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

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

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, 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

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

FINANCIAL UPDATE ON THE PRELIMINARY FISCAL YEAR 2021-22 FINANCIAL POSITION AND RESULTS OF OPERATIONS AS REQUESTED BY CITY MANAGER STILES (F: 34.1)

Finance Director, Patricia Song, provided a PowerPoint presentation that reviewed the general fund revenue streams of property, hotel, and sales tax noting the June estimate was exceeded by \$10.0 million. Earmarked costs to ensure financial stability and moving forward with council priorities include:

- Navigation Center - \$7.0M;
- Public Facilities/Police Building & Civic Center - \$8.0M;
- General Fund Stability Reserves - \$3.2M;
- Buildings and Facilities Rehabilitation fund - \$3.0M; and
- Worker's Compensation Fund - \$1.6M.

Vulnerabilities include inflationary markets and potential recession, public pension obligation bonds, aging infrastructure and homelessness. The next biennial budget adoption is Fiscal Year 2023-2025.

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

In response to a speaker during public comments, Council Member Klopfenstein emphatically expressed the need for appropriate language and a professional demeanor and urged members of the public to use tact and decorum when addressing the City Council.

Mayor Pro Tem D. Nguyen wished Happy Birthday to her son Ethan who is now officially a teenager.

Council Member O'Neill echoed Council Member Klopfenstein's request for the public to address the City Council using appropriate language. He shared that his last living Uncle, Lawrence (Larry) O'Neill, recently passed away in his sleep at 96 years old. He expressed his admiration for his Uncle, who held a private pilot's license and who was a World War II Veteran. He served in the Army Air Force as a Staff Sergeant and was awarded the American Campaign Medal, the Asiatic Pacific Campaign Medal, the Philippines Liberation Ribbon, and the World War II Victory Medal. Uncle Larry enjoyed working extremely hard at everything he did and he was proud that he never missed a day of school or work. He leaves behind his wife Joan after 72 years of marriage, their sons, Sean and Darren, their son's wives, Cindi and Laura, grandchildren Colin, Casey, Kelly, Abigail, Andrew, great-grandson Lucas Kennedy, and the many nieces, nephews, and extended family living across the United States and Canada.

City Attorney Sandoval stated that there was no reportable action taken in closed session.

City Manager Stiles stated that there will be two banners in every Council District for one month in recognition of Veterans Day, and that they will be removed a few days following Veterans Day. He noted that a Veterans Day celebration will be held at the Elks Lodge in Garden Grove at 11551 Trask Avenue on Saturday, November 6, 2022, from 10:00 a.m. to 4:00 p.m. He attended the City of Westminster's community engagement meeting on the Navigation Center on October 10, 2022, and there were a lot of questions from the residents. The City of Fountain Valley will also have a community engagement meeting regarding the Navigation Center. The interest list for the Garden Brook Senior Village has reopened for those interested. To learn more, visit <https://www.conam.com/property/garden-brook-senior-village>

ADJOURNMENT

At 8:08 p.m., Mayor Jones adjourned the meeting. The next Regular City Council Meeting will be held on Tuesday, October 25, 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, October 25, 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: (6) Council Members Brietigam, O'Neill, K. Nguyen, Klopfenstein, D. Nguyen, Mayor Jones

ABSENT: (1) Council Member Bui

INVOCATION

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

RECESS

At 6:34 p.m. Mayor Jones recessed the meeting.

RECONVENE

At 6:42 p.m., Mayor Jones reconvened the meeting in the Council Chamber with Council Members Brietigam, O'Neill, K. Nguyen, Klopfenstein, and D. Nguyen present.

ADOPTION OF A RESOLUTION OF COMMENDATION FOR CONGRESSMAN ALAN LOWENTHAL UPON HIS RETIREMENT (F: 83.1-2022)

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

A Resolution of Commendation be adopted, and the City of Garden Grove does hereby recognize and commend Congressman Alan Lowenthal on his retirement,

expressing deepest appreciation for his valued contributions towards the betterment of Garden Grove, and wishing him many new wonderful memories ahead.

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

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

PRESENTATION – COMMUNITY SPOTLIGHT RECOGNIZING CONGRESSMAN ALAN LOWENTHAL ON HIS RETIREMENT FROM CONGRESS AND LONG CAREER IN PUBLIC SERVICE (F: 83.1-2022)

Congressman Alan Lowenthal approached the City Council, thanking them for their support and leadership and thanked the City staff for their support during his time serving the 47th district.

PRESENTATION – COMMUNITY SPOTLIGHT RECOGNIZING THE GARDEN GROVE UNIFIED SCHOOL DISTRICT FOR THEIR ACHIEVEMENTS IN 2022 THAT INCLUDE: CIVIC LEARNING AWARDS; CALIFORNIA PIVOTAL PRACTICE AWARDS; RANKED AMONG AMERICA'S BEST HIGH SCHOOLS; BEST COMMUNITIES FOR MUSIC EDUCATION AWARD; AND HARE SCHOOL NAMED CALIFORNIA MODEL CONTINUATION HIGH SCHOOL (F: 90.5)

Lan Quoc Nguyen, Area Trustee serving on the Board of Education, approached the City Council thanking them for their support and recognition and emphasizing the interdependent relationship between the school district and local government.

PRESENTATION - GARDEN GROVE TOURISM RECOVERY UPDATE PRESENTED BY KEVIN SCHJEI, GARDEN GROVE TOURISM IMPROVEMENT DISTRICT CHAIRMAN AND JUNIOR TAUVAA, VISIT ANAHEIM MARKETING DIRECTOR (F: 32.1)

Diane Harrison, General Manager with the Great Lodge, and Junior Tauvaa addressed the City Council and provided a PowerPoint presentation that was a brief overview on tourism activity. Hotels in the tourism district experienced a 75 percent decrease in revenue due to COVID; however current data optimistically indicates revenue recovery at nearly pre-pandemic levels. Currently, most tourism in the area is from the western states. In partnership between the Garden Grove Tourism District and Visit Anaheim, the goal is to capture tourism from Mexico, Canada, Europe, as well as the eastern United States.

ORAL COMMUNICATIONS

Speakers: Tom Raber, Matt Bell, Ana Parker, Ruby Garcia, Kyle Mason, Brian Malley.

Written Communications: Craig Durfey, Brian Malley

RECESS

At 7:45 p.m. Mayor Jones recessed the meeting.

RECONVENE

At 7:54 p.m., Mayor Jones reconvened the meeting in the Council Chamber with Council Members Brietigam, O'Neill, K. Nguyen, Klopfenstein, and D. Nguyen present.

ADOPTION OF A RESOLUTION OF COMMENDATION FOR CONGRESSMAN ALAN LOWENTHAL UPON HIS RETIREMENT (F: 83.1-2022)

This matter was considered earlier in the meeting.

ADOPTION OF A PROCLAMATION CELEBRATING NOVEMBER 13TH THROUGH 19TH, 2022, AS NURSE PRACTITIONER WEEK (F: 83.1-2022)

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

The Garden Grove City Council does hereby declare, in recognition of the countless contributions that nurse practitioners have made over the past half century and will continue to make to the health and well-being of citizens in our state, November 13th through 19th, 2022, as Nurse Practitioner Week.

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

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

APPROVAL TO EXTEND THE LEASE AGREEMENT WITH THE CREDIT UNION OF SOUTHERN CALIFORNIA FOR PROPERTY LOCATED AT 11390 STANFORD AVENUE, GARDEN GROVE (F: 55-CREDIT UNION OF SOUTHERN CALIFORNIA)

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

The Sixth Amendment to the Lease Amendment with Credit Union of Southern California for continued occupancy of 11390 Stanford Avenue in the monthly rental amount of \$5,810.18 payable to the City, be approved; and

The City Manager be authorized to execute the Sixth Amendment and make minor modifications as needed on behalf of the City.

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

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

AUTHORIZATION TO INCREASE A PURCHASE ORDER TO NATIONAL AUTO FLEET GROUP FOR ONE (1) NEW POLICE DEPARTMENT PATROL UTILITY VEHICLE

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

An increase of \$11,712.97 to the current purchase order with National Auto Fleet Group be authorized for the purchase of one (1) new Police Department patrol utility vehicle; and

That \$11,712.97 be appropriated from the Fleet Management Fund for the Fiscal Year 2022/2023 Budget.

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

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

AUTHORIZATION TO INCREASE A PURCHASE ORDER TO STOMMEL INC., DBA LEHR AUTO FOR POLICE DEPARTMENT PATROL VEHICLE OUTFITTING

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

An increase to the current purchase order to Stommel Inc., dba Lehr Auto be authorized in the amount of \$75,000 for a total of \$250,000, and an increase of \$75,000 per year for the remaining three (3) years; and

That \$75,000 be appropriated from the Fleet Management Fund for the Fiscal Year 2021/2022 and 2022/2023 Budget.

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

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

APPROVAL OF AN AGREEMENT WITH PETDATA, INC., FOR THE PROCESSING,
ISSUANCE AND COLLECTION OF FEES FOR ANIMAL PET LICENSES
(F: 55-PETDATA, INC.)

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

An agreement with PetData, Inc., be approved, for three (3) years including two (2) option years in an annual amount of \$53,000; and

The City Manager be authorized to execute the agreement and option year agreements on behalf of the City, and to make minor modifications as appropriate.

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

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

AWARD A CONTRACT TO NOBEL SYSTEMS, INC., FOR ENTERPRISE COMPUTERIZED
MAINTENANCE MANAGEMENT SYSTEM SOFTWARE (F: 55-NOBEL SYSTEMS, INC.)

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

A contract be awarded to Nobel Systems, Inc., in the amount of \$63,000 for the first fiscal year, which includes implementation, licensing, and support;

The City Manager be authorized to execute the contract, for an additional four (4) option years for a total of five (5) years, in an annual amount of \$63,000 for a total of \$315,000; and

The City Manager be authorized to make minor modifications as appropriate.

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

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

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON SEPTEMBER 27, 2022
(F: Vault)

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

The Minutes from the meeting held on September 27, 2022, be received and filed.

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

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

WARRANTS

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

Payroll deposits 00012738 through 00013353 and checks 00185173 through 00185186 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, O'Neill, K. Nguyen, Klopfenstein, D.
Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

RECEIVE AND FILE MEASURE O CITIZENS' OVERSIGHT COMMITTEE ANNUAL REPORT FOR FISCAL YEAR 2021-22 (F: 122.90)

Following the introduction provided by Sandy Thomas, Chair of the Measure O Citizens' Oversight Committee, it was moved by Council Member O'Neill, seconded by Council Member Brietigam that:

The Measure O Citizens' Oversight Committee Annual Report for Fiscal Year 2021-22, be received and filed.

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

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

APPROVAL OF AMENDMENT NO. 4 TO THE AGREEMENT WITH CT&T CONCRETE
PAVING, INC., FOR ON-CALL CONCRETE REPAIR AND REPLACEMENT
(F: 55-CT&T CONCRETE PAVING, INC.)

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

Amendment No. 4 to the agreement with CT&T Concrete Paving, Inc., be approved for providing on-call concrete repair and installation by increasing the current annual contract amount from \$660,000 to \$900,000 and future option year contractual term amounts from \$600,000 to \$900,000; and

The City Manager be authorized to execute Amendment No. 4, and to execute option years, with minor modifications as needed on behalf of the City.

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

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

ANNUAL REPORT FOR THE BE WELL OC MOBILE RESPONSE TEAM PILOT PROGRAM
AND APPROVAL OF A FIRST AMENDMENT WITH BE WELL OC (MIND OC)
(F: 55-MIND OC)

Following staff introduction with a PowerPoint presentation provided by CEO of Be Well OC, Marshall Moncrief, and City Council comments in support of Be Well OC, it was moved by Mayor Pro Tem D. Nguyen, seconded by Council Member Brietigam that:

The First Amendment to the Professional Services Agreement with Be Well OC (Mind OC) be approved for an additional term of six months, and an additional amount of \$450,000 for a total contract amount not to exceed \$1.75 million, for the deployment of a Mobile Crisis Response Team pilot program; and

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

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

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

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

Council Member K. Nguyen thanked the Public Works, Public Safety, and Be Well OC for their work to address homelessness and mental health. She appreciates the leadership and continuum of care being provided to the community by partnering with Be Well OC, and noted that in meetings she has attended, she is proud of the Community Development staff for adding to the Strategic Plan with the Navigation Center and proud that Garden Grove is taking the lead on moving forward with the Navigation Center that will include wrap-around services.

Council Member Klopfenstein commented on the new playground equipment at Garden Grove Park and expressed her gratitude for grant opportunities to upgrade our parks. She congratulated PIO Ana Pulido and her Community Relations team for being recognized by Vector Control for their outstanding educational outreach and receiving plaques for Best Supportive City. She encouraged everyone to check for fleas and to use tick and flea medication for pets, as Vector Control has found fleas in Garden Grove positive for typhus.

Council Member Brietigam reminded parents to be cautious on Halloween, to make sure that children can be seen at night, and suggested reflective vests or chemlights be used. Also, he warned that fentanyl is disguised in homemade candies, and he urged parents to examine Halloween candy carefully and make sure to toss out anything that appears to be homemade.

Council Member O'Neill noted friends who have lost sons and daughters to fentanyl and cautioned everyone to be educated on this very dangerous drug. He congratulated and praised Congressman Lowenthal on his retirement and on how much he has done for the community. He gave kudos to the Garden Grove Unified School District's achievements, and noted the role the school district has played in his own family and fellow council members. He noted the conventions and shows at the Anaheim Convention Center offers employment opportunities for union labor and brings revenue to the city. He is looking forward to park improvements planned for Magnolia Park, which is in his district, and expressed his enthusiasm for grant opportunities used to upgrade Garden Grove parks.

Mayor Pro Tem D. Nguyen congratulated Congressman Lowenthal and stated that he is a great mentor, he will be missed, and she hopes to see him at future events. Congratulations to the Garden Grove Unified School District with all of their achievements. She thanked Community Services Director John Montanchez, and Community Services Manager, Janet Pelayo and their team for their work on getting

the grant funding for the long overdue improvements to Garden Grove Park, and invited the public to enjoy the amenities.

Mayor Jones agreed that the improvements to Garden Grove Park look great, that the new playground equipment is amazing, and he is looking forward to the improvements at Magnolia Park.

City Manager Stiles stated that the City's efforts for recruiting building inspectors is in progress and an update will be provided to the City Council. He noted that along with housing vouchers, Street Medicine providers working in tandem with CalOptima's Clinical Field Teams and the City's Police SRT unit will be proactively assisting the homeless in the community with the health and shelter needs. He thanked Community Services Director, John Montanez and his staff on the park improvements. He noted that November is a busy month with the upcoming general election on November 8th and the Thanksgiving Holiday on November 24th; and if there were no objections, he recommended cancelling the meetings scheduled on November 8th and the 22nd and holding a special meeting on November 15, 2022.

ADJOURNMENT

At 8:30 p.m., Mayor Jones adjourned the meeting. The next Regular City Council Meeting will be held on Tuesday, November 15, 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: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Receive and file warrants. Date: 11/15/2022
(*Action Item*)

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	11/3/2022	Warrants	09142022.pdf
Warrants	11/3/2022	Warrants	09212022.pdf
Warrants	11/3/2022	Warrants	09282022.pdf
Warrants	11/3/2022	Warrants	10012022.pdf
Warrants	11/3/2022	Warrants	10052022.pdf
Warrants	11/3/2022	Warrants	Warrant_Register_10202022.pdf
Warrants	11/3/2022	Warrants	Warrant_Register_11032022.pdf



City of Garden Grove
Certificate of Warrants
Register Dates:
09/14/2022

This is to certify the demands covered by EFT numbers 00027903 through 00027934, and check numbers 00681480 through 00681642 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: Check #s 00681497, 00681582, 00681608, and 00681630 were voided.

A handwritten signature in blue ink, appearing to read 'Patricia Song', written over a horizontal line.

Finance Director
Patricia Song

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Sep 8, 2022 and Sep 14, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Sep 28, 2022 7:46:07 AM

Page 1

AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027903	V00093	ABSOLUTE INTERNATIONAL SECURITY	09/14/2022	\$6,519.80
00027904	V00631	ADAMSON POLICE PRODUCTS	09/14/2022	\$9,559.91
00027905	V02900	ALL CITIES ENGINEERING, INC.	09/14/2022	\$1,378.28
00027906	V01479	AMAZON WEB SERVICES, INC	09/14/2022	\$3,088.40
00027907	V00625	ASSETWORKS, LLC	09/14/2022	\$11,728.68
00027908	V00650	BUREAU VERITAS NORTH AMERICA, INC	09/14/2022	\$116,049.02
00027909	V01042	CHARLES P CROWLEY CO, INC	09/14/2022	\$1,956.40
00027910	V00718	DANGELO CO (JWD ANGELO CO INC)	09/14/2022	\$1,920.09
00027911	V00259	DTNTECH MARKETING	09/14/2022	\$1,264.77
00027912	V01305	FLEMING ENVIRONMENTAL, INC	09/14/2022	\$450.00
00027913	V00103	GARDEN GROVE AUTOMOTIVE	09/14/2022	\$497.65
00027914	V00218	GRAINGER	09/14/2022	\$3,774.15
00027915	V00373	INNOVYZE, INC	09/14/2022	\$11,115.00
00027916	V02997	INTEGRA REALTY RESOURCES - LOS ANGELES	09/14/2022	\$2,725.00
00027917	V01391	INTELEPEER CLOUD COMMUNICATIONS, LLC	09/14/2022	\$2,194.77
00027918	V00716	INTERVAL HOUSE	09/14/2022	\$37,208.14
00027919	V00415	INTERWEST CONSULTING GROUP	09/14/2022	\$2,062.50
00027920	V00722	KEYSER/MARSTON ASSOCIATES, INC	09/14/2022	\$945.00
00027921	V02774	KORDICH CONSTRUCTION, INC.	09/14/2022	\$161,790.68
00027922	V00092	NATIONAL AUTO FLEET GROUP AND CHEVROLET OF WATSONV	09/14/2022	\$56,879.96
00027923	V02205	OCAPICA	09/14/2022	\$8,952.22
00027924	V00136	ORANGE COUNTY WELDING, INC	09/14/2022	\$4,995.00
00027925	V00506	REDFLEX TRAFFIC SYSTEMS, INC	09/14/2022	\$30,800.00
00027926	V00401	REPUBLIC WASTE SERVICES OF SO CALIFORNIA, LLC	09/14/2022	\$9,823.33
00027927	V00230	SCHAFER CONSULTING, INC	09/14/2022	\$225.00
00027928	V02950	SHELTER PROVIDERS OF ORANGE COUNTY, INC	09/14/2022	\$3,887.50
00027929	V02967	SIERRA ANALYTICAL LABS, INC	09/14/2022	\$2,360.00
00027930	V00250	SIMPSON CHEVROLET OF GG	09/14/2022	\$322.51
00027931	V00591	U S ARMOR CORP	09/14/2022	\$2,216.96
00027932	V02748	VCA CODE	09/14/2022	\$24,185.88
00027933	V03009	FAGO, TRAVIS	09/14/2022	\$650.00
00027934	V02928	FLURY, TERRY ALLEN	09/14/2022	\$9,167.36

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00681480	V00532	A&A WIPING CLOTH, INC	09/14/2022	\$1,196.25
00681481	V01502	AGRI-TURF DISTRIBUTING	09/14/2022	\$107.77
00681482	V00635	ALL CITY MANAGEMENT SERVICES, INC	09/14/2022	\$6,661.34
00681483	V01242	ALPHA TINT	09/14/2022	\$30.00
00681484	V00426	ALS GROUP USA CORP	09/14/2022	\$348.13
00681485	OTV002044	RAMONA ROSEANNE ALVAREZ	09/14/2022	\$86.00
00681486	V00514	AMTECH ELEVATOR SERVICES	09/14/2022	\$880.00
00681487	V00639	ANAHEIM HOUSING AUTHORITY COMMUNITY DEV	09/14/2022	\$1,425.00
00681488	V00479	ANDRES MEDINA MOBILE WASH	09/14/2022	\$1,997.50
00681489	OTV002200	ZHANNA ARUTYUNOVA	09/14/2022	\$13.00
00681490	V01162	SONIA LISA ASENSIO	09/14/2022	\$32.00
00681491	V00091	BEGINNERS EDGE SPORTS TRAINING, LLC	09/14/2022	\$6,013.35
00681492	V00548	BISHOP CO	09/14/2022	\$491.06
00681493	V00649	BROWNELLS, INC	09/14/2022	\$299.99
00681494	V02670	MYAH CHERIE BRUNSWICK	09/14/2022	\$19.00
00681495	OTV002250	HENRY THANG BUI	09/14/2022	\$14.00
00681496	OTV001837	PHUONG BUI	09/14/2022	\$110.00
00681498	OTV002260	CALVADA ENTERPRISES INC.	09/14/2022	\$5,000.00
00681499	OTV002263	CALVARY CHAPEL COSTA MESA	09/14/2022	\$86.00
00681500	V00660	CAMERON WELDING SUPPLY	09/14/2022	\$255.77
00681501	V02604	CARRIER CORPORATION	09/14/2022	\$1,015.00
00681502	V00154	CERTIFIED TRANSPORTATION SERVICES, INC	09/14/2022	\$1,679.30
00681503	V01059	CHEMEX INDUSTRIES	09/14/2022	\$1,236.34
00681504	V00832	CITY OF WESTMINSTER	09/14/2022	\$900.00
00681505	V01159	COMPETITIVE AQUATIC SUPPLY	09/14/2022	\$857.96
00681506	V00667	CONTINENTAL CONCRETE CUTTING	09/14/2022	\$20,666.00
00681507	V00011	CORE AND MAIN, LP	09/14/2022	\$15,056.45
00681508	V01134	COUNTY OF ORANGE TREAS REV RECOVERY-A/R UNIT	09/14/2022	\$18,714.50
00681509	V02040	CPRS NPSI	09/14/2022	\$145.00
00681510	V00075	CROSSTOWN ELECTRICAL & DATA, INC	09/14/2022	\$1,056.00
00681511	V00476	CSG CONSULTANTS, INC	09/14/2022	\$31,066.25
00681512	V02819	D.S. CUSTOM LINENS, INC.	09/14/2022	\$32.80
00681513	OTV002198	GWENN DAO	09/14/2022	\$10.00
00681514	OTV002255	ELIZABETH ASCENCION DE LA CRUZ	09/14/2022	\$133.00

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00681515	V01183	DEPARTMENT OF JUSTICE	09/14/2022	\$1,219.00
00681516	V02200	DIANA LING CHEN	09/14/2022	\$9.00
00681517	OTV002003	PATI LANCE DONALDSON	09/14/2022	\$80.00
00681518	OTV002202	BRUCE LEE DUANGMALA	09/14/2022	\$10.00
00681519	V00676	DUNN-EDWARDS CORPORATION	09/14/2022	\$166.12
00681520	V00677	ECONOLITE CONTROL PRODUCTS, INC	09/14/2022	\$5,502.60
00681521	OTV002258	ENID ELIZALDE	09/14/2022	\$500.00
00681522	V00684	EXPERIAN INFO SOLUTIONS, INC	09/14/2022	\$80.80
00681523	V00233	FACTORY MOTOR PARTS CO BIN 139107	09/14/2022	\$345.49
00681524	V00412	FEDERAL EXPRESS CORP	09/14/2022	\$83.87
00681525	V00829	FERGUSON ENTERPRISES, INC 1350	09/14/2022	\$1,473.91
00681526	V01379	FIVESTAR RUBBER STAMP ETC, INC	09/14/2022	\$175.09
00681527	V01207	FLEET SERVICES, INC	09/14/2022	\$3,495.60
00681528	OTV002251	MARIA ANGELICA GALLARDO	09/14/2022	\$55.00
00681529	V00054	GALLS LLC	09/14/2022	\$4,159.20
00681530	V00690	GARDEN GROVE CHAMBER OF COMMERCE	09/14/2022	\$150.00
00681531	V00698	GENERAL PUMP CO, INC	09/14/2022	\$33,274.15
00681532	V00588	GMS AUTOGLASS	09/14/2022	\$393.13
00681533	OTV002254	DEBBIE GONZALES	09/14/2022	\$7.00
00681534	V01039	GRAPHIC CONTROLS, LLC	09/14/2022	\$722.64
00681535	OTV002262	MICHAEL GRENER	09/14/2022	\$175.00
00681536	V02116	HABITAT FOR HUMANITY OF ORANGE COUNTY, INC.	09/14/2022	\$5,241.10
00681537	OTV001961	PAUL ST JOHN HARDIE	09/14/2022	\$78.00
00681538	OTV002004	ROBERT JAMES HARVEY	09/14/2022	\$36.00
00681539	V02732	HAS INC.	09/14/2022	\$926.28
00681540	OTV002201	BRIAN ANTHONY HILDBRAND SR	09/14/2022	\$26.00
00681541	V00711	HILL'S BROS LOCK & SAFE, INC	09/14/2022	\$565.57
00681542	V00710	HILLCO FASTENER WAREHOUSE	09/14/2022	\$1.98
00681543	V02308	HIRSCH PIPE & SUPPLY CO. INC	09/14/2022	\$57.38
00681544	OTV001919	KIM THAO THI HOANG	09/14/2022	\$70.00
00681545	OTV002257	HONG BANG CULTURAL CENTER	09/14/2022	\$250.00
00681546	V00234	IDENTIFIX	09/14/2022	\$1,428.00
00681547	V02338	IMAN FAIZ RIZK GERGIS	09/14/2022	\$6.00
00681548	V00135	IMPERIAL SPRINKLER SUPPLY, INC	09/14/2022	\$2,018.21

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00681549	V00182	INFOSEND, INC	09/14/2022	\$7,256.73
00681550	V00300	IPROMOTEU	09/14/2022	\$1,914.00
00681551	V00717	J & M SERVICE, INC	09/14/2022	\$125.01
00681552	V02865	JACOB GREEN & ASSOCIATES, INC.	09/14/2022	\$250.00
00681553	V00719	JAY'S CATERING	09/14/2022	\$273.25
00681554	V02268	JENNY TRAN	09/14/2022	\$1,000.00
00681555	V00071	JM NURSERY	09/14/2022	\$793.88
00681556	OTV001154	JOHN PAUL ZEMPOALTECA	09/14/2022	\$45.00
00681557	V00116	JOHNNY ALLEN TENNIS ACADEMY	09/14/2022	\$1,962.45
00681558	OTV001856	AMANDA XAN JOYA	09/14/2022	\$38.00
00681559	V00725	KNORR SYSTEMS, INC	09/14/2022	\$10,865.38
00681560	OTV001999	ANH THI LE	09/14/2022	\$29.00
00681561	V02341	THAIHIEN DINHPHUONG LE	09/14/2022	\$55.00
00681562	OTV001894	JENNIFER L. LEPIRE	09/14/2022	\$30.00
00681563	V00555	LIFECOM, INC	09/14/2022	\$260.00
00681564	OTV002203	COLLEEN DANIELLE LOGAN	09/14/2022	\$99.00
00681565	OTV002023	HAI MA	09/14/2022	\$1,000.00
00681566	OTV002002	ANTHONY CESAR MARTINEZ	09/14/2022	\$43.00
00681567	V00736	MC MASTER-CARR SUPPLY CO	09/14/2022	\$37.12
00681568	V01958	MARY A MEJIA	09/14/2022	\$62.00
00681569	V00737	MERCHANTS BLDG MAINT, LLC	09/14/2022	\$1,431.35
00681570	OTV002261	ROBERTO MEZA	09/14/2022	\$100.00
00681571	V00420	MIKE RAAHAUGES SHOOTING ENTERPRISES	09/14/2022	\$75.00
00681572	V02278	MONIQUE EDWARDS	09/14/2022	\$1,048.12
00681573	V00270	MONTROSE ENVIRONMENTAL SOLUTIONS	09/14/2022	\$8,253.08
00681574	V01604	MULTIRIVER STUDIOS, LLC WESTMINSTER ARTS ACADEMY	09/14/2022	\$2,001.52
00681575	V01987	AMY TU UYEN NGUYEN	09/14/2022	\$91.00
00681576	OTV002042	LONG WILLIAM NGUYEN	09/14/2022	\$74.00
00681577	OTV002199	TUYET NGOC NGUYEN	09/14/2022	\$94.00
00681578	OTV001893	ANGELICA MARIA NIEVES	09/14/2022	\$25.00
00681579	V00459	O'REILLY AUTO PARTS	09/14/2022	\$87.28
00681580	OTV002043	LYNDA OAKLEY-HARE	09/14/2022	\$30.00
00681581	V00551	OC HOUSING AUTHORITY	09/14/2022	\$6,675.00

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00681583	V00209	WHJ OCN,IND	09/14/2022	\$1,225.00
00681584	V00291	ONESOURCE DISTRIBUTORS, LLC	09/14/2022	\$568.29
00681585	V01422	ORANGE COUNTY CLERK-RECORDER'S OFFICE	09/14/2022	\$100.00
00681586	V00164	PACIFIC MEDICAL CLINIC	09/14/2022	\$2,218.00
00681587	V00598	PARKWOOD LANDSCAPE MAINTENANCE, INC	09/14/2022	\$27,104.50
00681588	OTV002265	JASON PARRA	09/14/2022	\$500.00
00681589	OTV001834	MARIA ELISA R PEREZ TAPIA	09/14/2022	\$12.00
00681590	OTV002268	ANDREW PHAM	09/14/2022	\$1,000.00
00681591	OTV002253	SEN PHAM	09/14/2022	\$16.00
00681592	OTV002256	PLACENTIA-YORBA LINDA USD	09/14/2022	\$172.00
00681593	V00010	PLUMBERS DEPOT, INC	09/14/2022	\$938.83
00681594	V00767	POSTMASTER	09/14/2022	\$8,892.00
00681595	V00045	PRIMARY &MULTI-SPECIALTY CLINICS OF ANAHEIM	09/14/2022	\$190.00
00681596	OTV002252	RAMONA MARIE RAMOS	09/14/2022	\$34.00
00681597	OTV001898	PATRICIA PENA RODRIGUEZ	09/14/2022	\$34.00
00681598	OTV001839	EDGAR ROMAN	09/14/2022	\$36.00
00681599	V00778	ROSEBURROUGH TOOL, INC	09/14/2022	\$1,315.15
00681600	V00199	ROSS CREATIONS DJ	09/14/2022	\$7,245.00
00681601	V02990	GLENN ROSS	09/14/2022	\$75.00
00681602	V00652	RUSSELL SIGLER, INC	09/14/2022	\$635.09
00681603	V01052	S&S WORLDWIDE, INC	09/14/2022	\$101.90
00681604	V01497	SC SIGNS & SUPPLIES LLC	09/14/2022	\$258.60
00681605	V00222	SCP DISTRIBUTORS, LLC	09/14/2022	\$81.78
00681606	V00785	SHRED CONFIDENTIAL, INC	09/14/2022	\$236.25
00681607	V00795	SPARKLETTS	09/14/2022	\$79.40
00681609	V01199	STANDARD INSURANCE COMPANY 00 643061 0001	09/14/2022	\$24,230.07
00681610	OTV001742	LEONOR HERNANDEZ SUAREZ	09/14/2022	\$64.00
00681611	V00414	SUPPLY SOLUTIONS	09/14/2022	\$559.52
00681612	V02258	TAIT & ASSOCIATES	09/14/2022	\$1,260.50
00681613	V01389	THE HOME DEPOT PRO	09/14/2022	\$1,580.28
00681614	V01130	DON THORPE	09/14/2022	\$329.22
00681615	V00465	TIERRA WEST ADVISORS, INC	09/14/2022	\$1,203.75
00681616	OTV001857	JENNIFER D. TILZER	09/14/2022	\$18.00
00681617	OTV002266	HILSY TORRES	09/14/2022	\$700.00

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00681618	OTV002267	DAVID TOYOS	09/14/2022	\$500.00
00681619	OTV001694	DUNG KIM TRAN	09/14/2022	\$103.00
00681620	OTV001794	TONY TRAN	09/14/2022	\$24.00
00681621	V01123	TRANSAMERICA EMPLOYEE BENEFITS	09/14/2022	\$3,729.80
00681622	V00185	TRANSPORTATION STUDIES, INC	09/14/2022	\$135.00
00681623	OTV002264	TRI-CITIES REFRIGERATION	09/14/2022	\$244.49
00681624	OTV001918	KHAI DUC TU	09/14/2022	\$2.00
00681625	V00424	TYLER TECHNOLOGIES, INC	09/14/2022	\$1,041.86
00681626	V01948	RENEE LYNN VICTOR	09/14/2022	\$23.00
00681627	V01075	VIET BAO DAILY, INC	09/14/2022	\$100.00
00681628	V00527	WALTERS WHOLESALE ELECTRIC	09/14/2022	\$439.97
00681629	V00823	WATERLINE TECHNOLOGIES, INC	09/14/2022	\$11,153.87
00681631	V01469	WEST YOST ASSOCIATES	09/14/2022	\$47,772.00
00681632	OTV001921	KIMBERLY WEST	09/14/2022	\$44.00
00681633	OTV002259	WESTMINSER SCHOOL DISTRICT	09/14/2022	\$54.00
00681634	V01731	WILLDAN ENGINEERING	09/14/2022	\$11,940.00
00681635	V00134	WILLIAMS & MAHER, INC	09/14/2022	\$611.80
00681636	V00582	WOODRUFF, SPRADLIN & SMART, A PROFESSIONAL CORP	09/14/2022	\$50,390.12
00681637	OTV001457	JAMES LAWRENCE WRIGLEY	09/14/2022	\$56.00
00681638	V01208	YO-FIRE SUPPLIES	09/14/2022	\$10,648.80
00681639	V02962	YUNEX LLC	09/14/2022	\$5,042.38
00681640	V00561	CALIFORNIA BUILDING OFFICIALS	09/14/2022	\$260.00
00681641	OTV002269	CLAYTON ASADA	09/14/2022	\$80.00
00681642	V00561	CALIFORNIA BUILDING OFFICIALS	09/14/2022	\$260.00
			EFT:	32 \$530,693.96
			Check:	159 \$454,211.27
			Total:	191 \$984,905.23



City of Garden Grove
Certificate of Warrants
Register Dates:
09/21/2022

This is to certify the demands covered by Wire numbers 00001239 through 00001248 EFT numbers 00027935 through 00027972, and check numbers 00681643 through 00681749 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, which appears to read 'Patricia Song'. The signature is fluid and cursive, written over a horizontal line.

Finance Director
Patricia Song

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00001239	V00789	SO CALIF EDISON CO	09/21/2022	\$238.88
00001240	V00789	SO CALIF EDISON CO	09/21/2022	\$150,985.71
00001241	V00789	SO CALIF EDISON CO	09/21/2022	\$12,014.43
00001242	V00789	SO CALIF EDISON CO	09/21/2022	\$150.81
00001243	V00789	SO CALIF EDISON CO	09/21/2022	\$4,839.22
00001244	V00789	SO CALIF EDISON CO	09/21/2022	\$182,547.56
00001245	V00813	UNION BANK	09/21/2022	\$707.35
00001246	V00789	SO CALIF EDISON CO	09/21/2022	\$154,799.10
00001247	V00789	SO CALIF EDISON CO	09/21/2022	\$255.49
00001248	V00789	SO CALIF EDISON CO	09/21/2022	\$5,451.92
00027935	V00585	ADMINISURE	09/21/2022	\$16,939.00
00027936	V02900	ALL CITIES ENGINEERING, INC.	09/21/2022	\$140,427.94
00027937	V02837	ALLIED UNIVERSAL SECURITY SERVICES	09/21/2022	\$58,296.71
00027938	V00650	BUREAU VERITAS NORTH AMERICA, INC	09/21/2022	\$14,345.00
00027939	V02708	CHC: CREATING HEALTHIER COMMUNITIES	09/21/2022	\$45.00
00027940	V00672	CRON & ASSOCIATES TRANSCRIPTION, INC	09/21/2022	\$1,809.62
00027941	V02847	DILTEX INC	09/21/2022	\$35,255.14
00027942	V00562	DOOLEY ENTERPRISES, INC	09/21/2022	\$13,283.42
00027943	OTV000879	GARDEN GROVE POLICE ASSOCIATION	09/21/2022	\$16,532.75
00027944	V02707	GARDEN GROVE POLICE ASSOCIATION PAC	09/21/2022	\$3,552.34
00027945	V00218	GRAINGER	09/21/2022	\$152.13
00027946	V00030	GRM INFORMATION MANAGEMENT SERVICES OF CALIFORNIA	09/21/2022	\$324.00
00027947	V00283	JIG CONSULTANTS	09/21/2022	\$18,946.00
00027948	V00368	JOHNSON CONTROLS SECURITY SOLUTIONS	09/21/2022	\$3,828.70
00027949	V01286	JTB SUPPLY CO, INC	09/21/2022	\$1,644.30
00027950	V00356	LA OPINION, EL DIARIO, LA RAZA, LA OPINION DE LA	09/21/2022	\$800.00
00027951	V01657	LYTLE SCREENPRINTING, INC	09/21/2022	\$510.74
00027952	V00271	MONTROSE AIR QUALITY SERVICES, LLC	09/21/2022	\$886.25
00027953	V00740	NEW PIG CORP	09/21/2022	\$485.67
00027954	V00082	NFINIT	09/21/2022	\$933.61
00027955	V00747	OCEAN BLUE ENVIRONMENTAL SERVICES, INC	09/21/2022	\$105,823.63
00027956	V02706	ORANGE COUNTY EMPLOYEES ASSOCIATION	09/21/2022	\$3,484.09

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00027957	V00136	ORANGE COUNTY WELDING, INC	09/21/2022	\$3,794.81
00027958	V02975	ROBERT BORDERS & ASSOCIATES	09/21/2022	\$7,286.31
00027959	V02958	S F GLASER, INC.	09/21/2022	\$3,468.08
00027960	V00230	SCHAFFER CONSULTING, INC	09/21/2022	\$2,400.00
00027961	V01775	SHI INTERNATIONAL CORP	09/21/2022	\$2,350.00
00027962	V00250	SIMPSON CHEVROLET OF GG	09/21/2022	\$782.81
00027963	V02159	SIR SPEEDY PRINTING	09/21/2022	\$2,593.69
00027964	V00615	STRAY CAT ALLIANCE	09/21/2022	\$6,034.50
00027965	V00261	STRICTLY TECHNOLOGY, LLC	09/21/2022	\$3,044.64
00027966	V03005	V&V MANUFACTURING, INC.	09/21/2022	\$806.54
00027967	V03047	VANGUARD REALTY ADVISORS LLC	09/21/2022	\$3,900.00
00027968	V00035	VERITIV OPERATING COMPANY	09/21/2022	\$7,879.48
00027969	V00826	WEST COAST ARBORISTS, INC	09/21/2022	\$11,667.80
00027970	V02991	WESTERN STATE BUILDERS, INC	09/21/2022	\$177,188.85
00027971	V01117	ZAP MANUFACTURING, INC	09/21/2022	\$8,926.24
00027972	V02089	SHANNON WAINWRIGHT	09/21/2022	\$553.85
00681643	V00048	AIS ADVANCED IMAGING STRATEGIES, INC	09/21/2022	\$55.46
00681644	V00507	AMERICAN ASPHALT SOUTH, INC	09/21/2022	\$303,676.81
00681645	V00640	ANGELUS QUARRIES, INC	09/21/2022	\$84.50
00681646	V00647	ANTHONY BIRMINGHAM WINDOW CLEANING	09/21/2022	\$1,426.00
00681647	V02328	APPLEONE EMPLOYMENT SERVICES	09/21/2022	\$410.08
00681648	V00641	AQUA-METRIC SALES CO	09/21/2022	\$24,389.22
00681649	V00864	ASSOCIATED SOILS ENGINEERING, INC	09/21/2022	\$1,250.00
00681650	V00145	AUTONATION FORD TUSTIN	09/21/2022	\$3,189.25
00681651	V00008	B & D TOWING	09/21/2022	\$350.00
00681652	V00162	BIG RON'S AUTO BODY & PAINT, INC	09/21/2022	\$933.80
00681653	V00329	BRIAN BISHOP	09/21/2022	\$125.00
00681654	V00107	CASI	09/21/2022	\$175.00
00681655	V00666	COMMUNITY VETERINARY HOSPITAL INC	09/21/2022	\$3,186.00
00681656	V00667	CONTINENTAL CONCRETE CUTTING	09/21/2022	\$4,476.00
00681657	V00668	CONTROL AUTOMATION DESIGN	09/21/2022	\$2,880.00
00681658	V00620	COUNTY OF ORANGE	09/21/2022	\$2,757.11
00681659	V00476	CSG CONSULTANTS, INC	09/21/2022	\$34,296.25
00681660	V00858	CSULB FOUNDATION	09/21/2022	\$940.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00681661	V02871	DBS ADMINISTRATORS, INC.	09/21/2022	\$5,851.20
00681662	V00676	DUNN-EDWARDS CORPORATION	09/21/2022	\$671.90
00681663	V01372	EBIX, INC	09/21/2022	\$260.35
00681664	V00547	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC	09/21/2022	\$10,650.00
00681665	V00682	EWING IRRIGATION PRODUCTS, INC	09/21/2022	\$1,015.51
00681666	V00336	EXCLUSIVE AUTO DETAIL	09/21/2022	\$498.00
00681667	V00233	FACTORY MOTOR PARTS CO BIN 139107	09/21/2022	\$1,138.49
00681668	V00412	FEDERAL EXPRESS CORP	09/21/2022	\$15.40
00681669	V02257	FRANCHISE TAX BOARD	09/21/2022	\$75.00
00681670	V02257	FRANCHISE TAX BOARD	09/21/2022	\$212.00
00681671	V00143	FRYE SIGN CO	09/21/2022	\$720.00
00681672	V00054	GALLS LLC	09/21/2022	\$6,886.12
00681673	V00346	CINDY GRISWOLD	09/21/2022	\$63.00
00681674	V00602	HDL COREN & CONE	09/21/2022	\$6,041.25
00681675	V00503	HF&H CONSULTANTS, LLC	09/21/2022	\$19,880.54
00681676	V00711	HILL'S BROS LOCK & SAFE, INC	09/21/2022	\$411.38
00681677	V00712	HINDERLITER, DE LLAMAS & ASSOCIATES	09/21/2022	\$2,850.00
00681678	V00034	HOME DEPOT CREDIT SERVICES	09/21/2022	\$3,986.43
00681679	V01118	HOSHIZAKI WESTERN	09/21/2022	\$36.85
00681680	V00264	HTL HOTEL ADVISORS, INC	09/21/2022	\$4,579.97
00681681	OTV001878	JOSH HULSTEIN	09/21/2022	\$300.00
00681682	V00531	IRV SEAVER MOTORCYCLES	09/21/2022	\$358.70
00681683	V00683	JOHN B EWLES, INC	09/21/2022	\$14,430.00
00681684	V03079	KARAKI BUSINESS SERVICES, INC	09/21/2022	\$3,000.00
00681685	V02679	KEITH AHN INSURANCE AGENCY, INC.	09/21/2022	\$1,500.00
00681686	V00724	KLEINFELDER WEST, INC	09/21/2022	\$2,805.50
00681687	V00725	KNORR SYSTEMS, INC	09/21/2022	\$715.56
00681688	V00728	LAWSON PRODUCTS, INC	09/21/2022	\$163.08
00681689	V00510	LEIU	09/21/2022	\$595.00
00681690	V01563	LIFE-ASSIST, INC	09/21/2022	\$1,957.50
00681691	V00555	LIFECOM, INC	09/21/2022	\$434.09
00681692	V00299	LOOPNET	09/21/2022	\$1,476.72
00681693	V01567	LOS ANGELES TIMES, INC	09/21/2022	\$684.00
00681694	V01411	MAGNUM OIL SPREADING, INC	09/21/2022	\$1,575.79

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00681695	V00020	MCFADDEN DALE INDUSTRIAL HARDWARE	09/21/2022	\$76.48
00681696	V00737	MERCHANTS BLDG MAINT, LLC	09/21/2022	\$6,842.18
00681697	V00151	MERCY HOUSE LIVING CENTERS	09/21/2022	\$59,644.81
00681698	V01177	METROLINK TRAINS	09/21/2022	\$742.00
00681699	V00270	MONTROSE ENVIRONMENTAL SOLUTIONS	09/21/2022	\$7,150.75
00681700	V02408	MOORE IACOFANO GOLTSMAN, INC	09/21/2022	\$4,000.50
00681701	V00735	NAN MCKAY & ASSOCIATES, INC	09/21/2022	\$239.00
00681702	V00055	NATIONAL BUSINESS FURNITURE	09/21/2022	\$2,031.25
00681703	V01280	NATIONAL CREDIT REPORTING	09/21/2022	\$195.30
00681704	V00209	WHJ OCN,IND	09/21/2022	\$1,665.00
00681705	V00530	ORANGE COUNTY APPLIANCE PARTS	09/21/2022	\$7.30
00681706	V01086	ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV	09/21/2022	\$400.00
00681707	V00563	ORANGE COUNTY STRIPING SERV	09/21/2022	\$316.00
00681708	V01583	ORANGE COUNTY WINWATER WORKS, INC	09/21/2022	\$12,105.18
00681709	V00595	PACIFIC COAST CABLING, INC	09/21/2022	\$15,881.08
00681710	V00701	PACIFIC MOBILE STRUCTURES, INC	09/21/2022	\$957.00
00681711	V01316	QUINN COMPANY	09/21/2022	\$8,380.49
00681712	V02618	R3 CONSULTING GROUP	09/21/2022	\$3,515.00
00681713	V00015	RICHARD FISHER ASSOCIATES	09/21/2022	\$2,795.00
00681714	OTV002271	CLAUDIA RIVERO	09/21/2022	\$1,000.00
00681715	V00780	SAFETY 1st PEST CONTROL, INC	09/21/2022	\$1,675.00
00681716	V00592	SAXE-CLIFFORD, PH D, SUSAN	09/21/2022	\$450.00
00681717	V00542	SCHORR METALS, INC	09/21/2022	\$471.98
00681718	V00784	SHOETERIA	09/21/2022	\$706.62
00681719	V00785	SHRED CONFIDENTIAL, INC	09/21/2022	\$26.25
00681720	V00225	SITEONE LANDSCAPE SUPPLY HLDING	09/21/2022	\$1,363.48
00681721	V01415	SOCAL AUTO & TRUCK PARTS INC	09/21/2022	\$752.32
00681722	V00793	SOUTHERN CALIFORNIA GAS CO ML 711D	09/21/2022	\$575.00
00681723	V00367	SOUTHERN COMPUTER WAREHOUSE	09/21/2022	\$299.57
00681724	V00474	SOUTHERN COUNTIES LUBRICANTS, LLC	09/21/2022	\$587.25
00681725	V00160	SOUTHERN COUNTIES OIL COMPANY	09/21/2022	\$76,869.05
00681726	V00795	SPARKLETTS	09/21/2022	\$492.31
00681727	V00213	STATE INDUSTRIAL PRODUCTS	09/21/2022	\$4,214.65

CITY OF GARDEN GROVE
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00681728	V01616	STERICYCLE, INC	09/21/2022	\$641.70	
00681729	V00228	SUPERION, LLC	09/21/2022	\$533,666.12	
00681730	H4590	CATHY TA	09/21/2022	\$2,875.00	
00681731	V00804	THOMSON REUTERS- WEST	09/21/2022	\$2,235.88	
00681732	V01153	TRENCH SHORING COMPANY	09/21/2022	\$3,864.00	
00681733	V00809	TURBO DATA SYSTEMS, INC	09/21/2022	\$1,771.43	
00681734	V00811	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	09/21/2022	\$163.72	
00681735	V00812	UNIFIRST CORP	09/21/2022	\$1,137.87	
00681736	V00814	UNITED PARCEL SERVICE	09/21/2022	\$12.37	
00681737	V00152	UNITED WATER WORKS, INC	09/21/2022	\$11,856.64	
00681738	V00501	US BEHAVIORAL HEALTH PLAN, CA	09/21/2022	\$1,476.30	
00681739	V00301	USA BLUE BOOK	09/21/2022	\$526.30	
00681740	V01672	VMI, INC	09/21/2022	\$280.58	
00681741	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	09/21/2022	\$89,025.79	
00681742	V00824	WAXIE SANITARY SUPPLY	09/21/2022	\$6,207.51	
00681743	V01728	WESTCOAST MUFFLER	09/21/2022	\$4,169.32	
00681744	V01044	WESTERN WATER WORKS	09/21/2022	\$4,350.98	
00681745	V00134	WILLIAMS & MAHER, INC	09/21/2022	\$2,417.68	
00681746	V00575	WINNERS CIRCLE TROPHY COMPANY	09/21/2022	\$514.39	
00681747	V00039	XEROX CORPORATION	09/21/2022	\$5,785.20	
00681748	V01208	YO-FIRE SUPPLIES	09/21/2022	\$2,922.50	
00681749	V02962	YUNEX LLC	09/21/2022	\$1,927.14	
			EFT:	38	\$680,983.64
			Check:	117	\$1,886,686.50
			Total:	155	\$2,567,670.14



City of Garden Grove
Certificate of Warrants
Register Dates:
09/28/2022

This is to certify the demands covered by Wire numbers 00001249 through 00001280, EFT numbers 00027973 through 00027997, and check numbers 00681750 through 00681898 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', positioned above a horizontal line.

Finance Director
Patricia Song

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
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AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00001249	V00819	VERIZON WIRELESS-LA	09/28/2022	\$12,864.07
00001250	V00805	TIME WARNER CABLE	09/28/2022	\$2,888.62
00001251	V00637	CITY OF ANAHEIM	09/28/2022	\$89.88
00001252	V00789	SO CALIF EDISON CO	09/28/2022	\$17.90
00001253	V00789	SO CALIF EDISON CO	09/28/2022	\$12,967.37
00001254	V02724	DEPARTMENT OF THE TREA	09/28/2022	\$368,578.48
00001255	V01375	EMPLOYMENT DEVELOPMENT	09/28/2022	\$117,521.20
00001256	V02725	EMPOWER RETIREMENT, LL	09/28/2022	\$112,247.02
00001257	V02152	EXPERT PAY CHILD SUPPO	09/28/2022	\$444.46
00001258	V02091	MARYLAND CHILD SUPPORT	09/28/2022	\$343.38
00001259	V02724	DEPARTMENT OF THE TREA	09/28/2022	\$336,064.14
00001260	V01375	EMPLOYMENT DEVELOPMENT	09/28/2022	\$105,764.33
00001261	V02725	EMPOWER RETIREMENT, LL	09/28/2022	\$113,579.29
00001262	V02152	EXPERT PAY CHILD SUPPO	09/28/2022	\$444.46
00001263	V02091	MARYLAND CHILD SUPPORT	09/28/2022	\$343.38
00001264	V00789	SO CALIF EDISON CO	09/28/2022	\$169,877.06
00001265	V00691	CITY OF GARDEN GROVE-W	09/28/2022	\$331,686.40
00001266	V01539	DELTA DENTAL OF CALIFO	09/28/2022	\$18,970.20
00001267	V01539	DELTA DENTAL OF CALIFO	09/28/2022	\$2,609.34
00001268	V00732	THE LINCOLN NATIONAL L	09/28/2022	\$6,673.55
00001269	V00541	MUNICIPAL WATER DISTRI	09/28/2022	\$1,040,357.86
00001270	V01579	ORANGE COUNTY FIRE AUT	09/28/2022	\$2,087,684.50
00001271	V01596	PUBLIC EMPLOYEES' RETI	09/28/2022	\$511,757.83
00001272	V01596	PUBLIC EMPLOYEES' RETI	09/28/2022	\$514,035.91
00001273	V01596	PUBLIC EMPLOYEES' RETI	09/28/2022	\$664,168.70
00001274	V01545	CITY OF GARDEN GROVE-L	09/28/2022	\$64,499.57
00001275	V02036	US BANK TRUST NA	09/28/2022	\$3,471,125.00
00001276	V02036	US BANK TRUST NA	09/28/2022	\$2,803,620.16
00001277	V02036	US BANK TRUST NA	09/28/2022	\$156,694.70
00001278	V02087	DELTA CARE USA	09/28/2022	\$5,916.37
00001279	V00732	THE LINCOLN NATIONAL L	09/28/2022	\$8,750.74
00001280	PC000062	UNION BANK PCARD AUTO PAYMENT	09/28/2022	\$34,029.51
00027973	V02878	ADMIRAL PEST CONTROL, INC.	09/28/2022	\$654.00

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027974	V02982	ALTERNATIVE FUEL SOLUTIONS	09/28/2022	\$18,436.60
00027975	V00175	CALIFORNIA YELLOW CAB	09/28/2022	\$9,206.70
00027976	V00430	CANNON CORPORATION	09/28/2022	\$5,571.50
00027977	V00224	CDW-GOVERNMENT, INC	09/28/2022	\$9,597.26
00027978	V00672	CRON & ASSOCIATES TRANSCRIPTION, INC	09/28/2022	\$2,526.37
00027979	V02716	CT & T CONCRETE PAVING, INC	09/28/2022	\$361,106.21
00027980	V00259	DTNTECH MARKETING	09/28/2022	\$234.90
00027981	V01305	FLEMING ENVIRONMENTAL, INC	09/28/2022	\$696.04
00027982	V00103	GARDEN GROVE AUTOMOTIVE	09/28/2022	\$2,500.00
00027983	V00218	GRAINGER	09/28/2022	\$1,314.87
00027984	V03043	JUN GYU PARK DDS	09/28/2022	\$3,691.20
00027985	V03000	LANCE, SOLL & LUNGHARD LLP	09/28/2022	\$19,317.50
00027986	V02752	MICHAEL BAKER INTERNATIONAL, INC.	09/28/2022	\$2,727.50
00027987	V00092	NATIONAL AUTO FLEET GROUP AND CHEVROLET OF WATSONV	09/28/2022	\$38,188.88
00027988	V00747	OCEAN BLUE ENVIRONMENTAL SERVICES, INC	09/28/2022	\$8,228.52
00027989	V02870	PLACEWORKS, INC.	09/28/2022	\$13,124.75
00027990	V02975	ROBERT BORDERS & ASSOCIATES	09/28/2022	\$8,860.00
00027991	V00230	SCHAFER CONSULTING, INC	09/28/2022	\$150.00
00027992	V00250	SIMPSON CHEVROLET OF GG	09/28/2022	\$10,500.00
00027993	V02159	SIR SPEEDY PRINTING	09/28/2022	\$1,848.75
00027994	V02938	THE PRINTER, INC.	09/28/2022	\$2,993.26
00027995	V01458	TOYOTA OF GARDEN GROVE	09/28/2022	\$9,500.00
00027996	V01474	WEX BANK	09/28/2022	\$2,365.28
00027997	V03009	FAGO, TRAVIS	09/28/2022	\$1,858.88
00681750	OTV002309	4516 S CENTRAL AVE LLC	09/28/2022	\$40.30
00681751	V00444	ABOVE THE TOP PARTY RENTALS & EVENT SERVICES, INC	09/28/2022	\$2,173.49
00681752	V00573	ALAN'S LAWN AND GARDEN CENTER, INC	09/28/2022	\$3,573.78
00681753	V00635	ALL CITY MANAGEMENT SERVICES, INC	09/28/2022	\$13,316.41
00681754	V00426	ALS GROUP USA CORP	09/28/2022	\$625.00
00681755	V01857	ALTEC INDUSTRIES, INC	09/28/2022	\$81.41
00681756	OTV002315	ASHRAF ALTIMEH	09/28/2022	\$88.21
00681757	V01113	AMERICAN RED CROSS HEALTH & SAFETY SERVICES	09/28/2022	\$410.00
00681758	V00238	AMERINAT	09/28/2022	\$8,000.00

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00681759	V00514	AMTECH ELEVATOR SERVICES	09/28/2022	\$880.00
00681760	V02328	APPLEONE EMPLOYMENT SERVICES	09/28/2022	\$1,517.16
00681761	V00641	AQUA-METRIC SALES CO	09/28/2022	\$11,909.10
00681762	V00033	AT&T CORP	09/28/2022	\$13,115.54
00681763	V00145	AUTONATION FORD TUSTIN	09/28/2022	\$2,893.14
00681764	V01339	BEARCOM	09/28/2022	\$348.00
00681765	V00150	BILL'S SOUND & SECURITY	09/28/2022	\$879.00
00681766	V03080	BODYKORE INC.	09/28/2022	\$50,000.00
00681767	OTV002293	JEFFREY BURNELL	09/28/2022	\$1.19
00681768	OTV002291	MIA D.D.S. BUSAN	09/28/2022	\$104.47
00681769	V01494	C G LANDSCAPE, INC	09/28/2022	\$459.98
00681770	V00655	C WELLS PIPELINE MATERIALS, INC	09/28/2022	\$23,643.38
00681771	V00176	CALIBER BODYWORKS, INC	09/28/2022	\$1,518.91
00681772	OTV002277	MIKE CAMBELL	09/28/2022	\$70.00
00681773	V00660	CAMERON WELDING SUPPLY	09/28/2022	\$196.42
00681774	V01135	CAMFIL, USA, INC	09/28/2022	\$672.33
00681775	OTV002218	GEORGE CANEN	09/28/2022	\$232.91
00681776	V00554	CARL WARREN & CO	09/28/2022	\$5,391.78
00681777	H00127	RICHARD N CHAO	09/28/2022	\$1,082.00
00681778	V00664	CIVILTEC ENGINEERING, INC	09/28/2022	\$11,050.00
00681779	V00011	CORE AND MAIN, LP	09/28/2022	\$3,583.49
00681780	V00858	CSULB FOUNDATION	09/28/2022	\$1,456.00
00681781	V02819	D.S. CUSTOM LINENS, INC.	09/28/2022	\$548.82
00681782	OTV002298	ANA DAMIAN	09/28/2022	\$6.32
00681783	OTV002302	HIEP DANG	09/28/2022	\$121.25
00681784	V00184	DIAMOND ENVIRONMENTAL SERVICES	09/28/2022	\$271.28
00681785	OTV002280	NGUYEN V DO	09/28/2022	\$172.79
00681786	V00676	DUNN-EDWARDS CORPORATION	09/28/2022	\$166.12
00681787	V02729	DUNNS FENCE CO	09/28/2022	\$3,750.00
00681788	V02631	ENR - ENGINEERING NEWS RECORD	09/28/2022	\$144.00
00681789	V00233	FACTORY MOTOR PARTS CO BIN 139107	09/28/2022	\$331.17
00681790	V01196	FASTENAL INDUSTRIAL CONSTRUCTION SUPPLY	09/28/2022	\$139.50
00681791	V03062	KRISTIN FELTZ	09/28/2022	\$1,575.00
00681792	V00829	FERGUSON ENTERPRISES, INC 1350	09/28/2022	\$37,134.12

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00681793	V01379	FIVESTAR RUBBER STAMP ETC, INC	09/28/2022	\$94.07
00681794	V01207	FLEET SERVICES, INC	09/28/2022	\$284.75
00681795	OTV002276	SHAWN FORMANEK	09/28/2022	\$18.85
00681796	OTV002306	SHARON FREILICH	09/28/2022	\$37.44
00681797	V00054	GALLS LLC	09/28/2022	\$1,045.65
00681798	OTV002287	GINGER GARCIA	09/28/2022	\$24.11
00681799	V00690	GARDEN GROVE CHAMBER OF COMMERCE	09/28/2022	\$5,000.00
00681800	V01382	GARDEN GROVE NISSAN, LP	09/28/2022	\$3,000.00
00681801	OTV002286	ELIZABETH GIBBONS	09/28/2022	\$70.00
00681802	V00588	GMS AUTOGLASS	09/28/2022	\$385.38
00681803	V00700	GOLDEN BELL PRODUCTS, INC	09/28/2022	\$24,978.00
00681804	V00702	GRAFFITI PROTECTIVE COATINGS, INC	09/28/2022	\$36,064.00
00681805	V01039	GRAPHIC CONTROLS, LLC	09/28/2022	\$54.38
00681806	V00706	HAAKER EQUIPMENT COMPANY	09/28/2022	\$913.05
00681807	V00707	HACH COMPANY, INC	09/28/2022	\$1,248.23
00681808	V00708	HARBOR POINTE A/C & CONTROL SYSTEMS, INC	09/28/2022	\$1,235.00
00681809	V02732	HAS INC.	09/28/2022	\$924.56
00681810	OTV002285	HENRY SALKENSTEIN & ASSOCIATES C/O PETER DEVRIES	09/28/2022	\$29.00
00681811	V00711	HILL'S BROS LOCK & SAFE, INC	09/28/2022	\$80.91
00681812	V00710	HILLCO FASTENER WAREHOUSE	09/28/2022	\$75.12
00681813	V00712	HINDERLITER, DE LLAMAS & ASSOCIATES	09/28/2022	\$600.00
00681814	V02308	HIRSCH PIPE & SUPPLY CO. INC	09/28/2022	\$932.37
00681815	OTV002294	AARON HO	09/28/2022	\$31.69
00681816	OTV002313	TRI HOANG	09/28/2022	\$45.35
00681817	OTV002301	HA HUA	09/28/2022	\$4.29
00681818	V00135	IMPERIAL SPRINKLER SUPPLY, INC	09/28/2022	\$2,118.57
00681819	V00182	INFOSEND, INC	09/28/2022	\$2,332.21
00681820	V00099	INGLIS PET HOTEL	09/28/2022	\$1,250.00
00681821	V00717	J & M SERVICE, INC	09/28/2022	\$1,440.09
00681822	V03073	JAMEY CLARK INC	09/28/2022	\$2,585.00
00681823	OTV002316	JL COBB PAINTING	09/28/2022	\$2,398.80
00681824	V00071	JM NURSERY	09/28/2022	\$1,457.25
00681825	V00116	JOHNNY ALLEN TENNIS ACADEMY	09/28/2022	\$616.77

CITY OF GARDEN GROVE
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00681826	OTV002282	HEE JUN JUNG	09/28/2022	\$100.00
00681827	V00721	KELLY PAPER	09/28/2022	\$81.14
00681828	OTV002270	DR MARTIN c/o OCPM KLEIN	09/28/2022	\$158.01
00681829	OTV002289	HSIEN-WEN KONG	09/28/2022	\$7.60
00681830	V00486	L N CURTIS & SONS	09/28/2022	\$510.34
00681831	OTV002303	LAKEVIEW VILLAGE CORP	09/28/2022	\$183.16
00681832	OTV002307	TONY LAM	09/28/2022	\$11.99
00681833	V00728	LAWSON PRODUCTS, INC	09/28/2022	\$575.46
00681834	OTV002318	YTHIEN LE	09/28/2022	\$1,000.00
00681835	V00769	LEGAL SHIELD	09/28/2022	\$1,421.10
00681836	OTV002279	DALE LOFTIS	09/28/2022	\$28.70
00681837	V00299	LOOPNET	09/28/2022	\$492.24
00681838	OTV002314	OSCAR LOPEZ	09/28/2022	\$13.39
00681839	OTV002300	NINI HOAN LUONG	09/28/2022	\$75.51
00681840	OTV002275	DONALD MACKIN, ERIN and SUTLIFF	09/28/2022	\$44.57
00681841	OTV002308	EMMETT MADRID	09/28/2022	\$112.81
00681842	V00736	MC MASTER-CARR SUPPLY CO	09/28/2022	\$24.73
00681843	OTV002278	MICHAEL MILLER, NESS & JONES	09/28/2022	\$38.81
00681844	OTV002281	DAVID MONTES	09/28/2022	\$57.52
00681845	V01218	MSC INDUSTRIAL SUPPLY CO, INC	09/28/2022	\$89.39
00681846	V00362	NICOLE MYERS	09/28/2022	\$50.40
00681847	OTV002304	JACQUELINE NGUYEN	09/28/2022	\$71.25
00681848	OTV002272	JOHNNY N NGUYEN	09/28/2022	\$97.26
00681849	OTV002305	KAITLYN NGUYEN	09/28/2022	\$44.54
00681850	OTV002274	NHUNG NGUYEN	09/28/2022	\$102.67
00681851	OTV002311	STEPHANIE NGUYEN	09/28/2022	\$22.48
00681852	OTV002290	THOAI NGUYEN	09/28/2022	\$118.47
00681853	OTV002273	JOHN NIELSEN	09/28/2022	\$20.80
00681854	OTV002292	LAURA NOLTE	09/28/2022	\$133.00
00681855	OTV002317	SANDRA FABIOLA LEAL OCHOA	09/28/2022	\$110.00
00681856	V00209	WHJ OCN,IND	09/28/2022	\$595.00
00681857	V00371	OFFICE DEPOT, INC	09/28/2022	\$8,517.59
00681858	V01530	ORANGE COUNTY SANITATION DIST, INC	09/28/2022	\$83,036.45
00681859	OTV002288	LAWRENCE OSHIRO	09/28/2022	\$31.22

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00681860	V00761	PETTY CASH - MUN SRVC CTR	09/28/2022	\$389.34
00681861	OTV001883	KELLY PHAM	09/28/2022	\$1,000.00
00681862	OTV001883	KELLY PHAM	09/28/2022	\$1,000.00
00681863	OTV002297	THI MINH TUYEN PHAM	09/28/2022	\$29.83
00681864	OTV002284	MYLE PHAN	09/28/2022	\$100.98
00681865	V02800	PHO INN	09/28/2022	\$12,000.00
00681866	V02848	POLICE RECORDS & INFORMATION MANAGEMENT GROUP, INC	09/28/2022	\$159.00
00681867	OTV002312	DANIEL POON	09/28/2022	\$67.53
00681868	V02613	R.S. HUGHES COMPANY INC	09/28/2022	\$2,368.58
00681869	OTV002283	MOHAMMAD REHMANI	09/28/2022	\$15.21
00681870	V00693	REPUBLIC SERVICES 676	09/28/2022	\$74.79
00681871	V01497	SC SIGNS & SUPPLIES LLC	09/28/2022	\$301.70
00681872	V02926	LLC SCA OF CA	09/28/2022	\$57,940.26
00681873	V01612	SENFTEEN INC	09/28/2022	\$350.00
00681874	V00784	SHOETERIA	09/28/2022	\$466.67
00681875	OTV002249	SIGN POST HOME INC.	09/28/2022	\$11.73
00681876	V01445	SPROUT SOCIAL, INC	09/28/2022	\$2,690.00
00681877	V01119	STANDARD INSURANCE CO RAS EXECUTIVE BENEFITS	09/28/2022	\$884.27
00681878	V00570	STRADLING, YOCCA,CARLSON & RAUTH	09/28/2022	\$60,119.50
00681879	V00228	SUPERION, LLC	09/28/2022	\$3,281.25
00681880	V03023	TAYLOR ENTERTAINMENT INC	09/28/2022	\$745.00
00681881	V02881	THOMCO CONSTRUCTION, INC.	09/28/2022	\$98,570.32
00681882	V00344	TIM HOGAN GRAPHICS	09/28/2022	\$1,279.99
00681883	OTV002296	THINH TRAN	09/28/2022	\$28.73
00681884	OTV002310	THAO TRAN	09/28/2022	\$11.31
00681885	OTV002299	KATHERINE TRONTI	09/28/2022	\$3.47
00681886	OTV002295	TONY TSAI	09/28/2022	\$50.04
00681887	V00809	TURBO DATA SYSTEMS, INC	09/28/2022	\$4,187.72
00681888	V00811	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	09/28/2022	\$748.50
00681889	V00812	UNIFIRST CORP	09/28/2022	\$1,066.75
00681890	V03061	VAALA	09/28/2022	\$489.00
00681891	OTV001822	DORA VILLAGOMEZ	09/28/2022	\$500.00
00681892	V01465	VOLKSWAGEN OF GARDEN GROVE	09/28/2022	\$2,000.00

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00681893	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	09/28/2022	\$2,302.89
00681894	V01731	WILLDAN ENGINEERING	09/28/2022	\$15,600.00
00681895	V00112	WM OF SOUTHERN CALIFORNIA	09/28/2022	\$2,422.00
00681896	V00473	WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC	09/28/2022	\$10,498.95
00681897	V00582	WOODRUFF, SPRADLIN & SMART, A PROFESSIONAL CORP	09/28/2022	\$39,345.75
00681898	V02962	YUNEX LLC	09/28/2022	\$7,428.80
			EFT:	25 \$535,198.97
			Check:	181 \$13,800,171.50
			Total:	206 \$14,335,370.47



City of Garden Grove
Certificate of Warrants
10/01/2022

This is to certify the demands covered by EFT numbers 00027998 through 00029010, and check numbers 00681899 through 00682115 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

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00027998	H00252	12111 BAILEY STREET LLC	10/01/2022	\$1,271.00
00027999	H0951	12392 TO 12432 GROVEVIEW	10/01/2022	\$765.00
00028000	H00286	12909 CORDARY LLC	10/01/2022	\$5,245.00
00028001	H3409	12911 GALWAY ST, LLC	10/01/2022	\$4,583.00
00028002	H3297	13251 NEWLAND, LLC	10/01/2022	\$13,298.00
00028003	H4567	15915 LA FORGE ST WHITTIER, LLC	10/01/2022	\$775.00
00028004	H3906	19822 BROOKHURST, LLC	10/01/2022	\$2,802.00
00028005	H2617	2300 W EL SEGUNDO, LP DBA LOTUS GARDENS	10/01/2022	\$9,472.00
00028006	H4149	2555 WEST WINSTON ROAD, LP PEBBLE COVE APARTMENTS	10/01/2022	\$3,468.00
00028007	H4791	606 SOUTH 6TH ST ASSOCIATES, LP	10/01/2022	\$8,118.00
00028008	H2483	7632 21ST ST, LP	10/01/2022	\$6,927.00
00028009	H2971	8080 BEVER PLACE-NEGBA, LLC	10/01/2022	\$1,417.00
00028010	H4654	8572 STANFORD, LLC	10/01/2022	\$2,573.00
00028011	H1044	ABCO CROWN VILLA,LTD	10/01/2022	\$905.00
00028012	H3560	ACACIA VILLAGE	10/01/2022	\$27,640.00
00028013	H9002	ACACIAN APTS	10/01/2022	\$46,016.00
00028014	H00121	ADRIAN REALTY LLC	10/01/2022	\$2,885.00
00028015	H4389	ADRIATIC APTS	10/01/2022	\$1,055.00
00028016	H3401	AEGEAN APARTMENTS	10/01/2022	\$7,442.00
00028017	H4741	PARVIZ ALAI	10/01/2022	\$4,045.00
00028018	H00033	ALEXANY NGUYEN PROPERTIES, LLC	10/01/2022	\$1,508.00
00028019	H3512	ALFRED P VU & JULIE NGA HO, LLC	10/01/2022	\$1,901.00
00028020	H1684	REHANA ALIBULLA	10/01/2022	\$2,088.00
00028021	H4121	ALLARD APARTMENT, LLC	10/01/2022	\$7,102.00
00028022	H3645	LYNN KATHLEEN ALLEN	10/01/2022	\$119.00
00028023	H2454	ALTEZA,INC	10/01/2022	\$1,947.00
00028024	H4668	AMCAL OCEANA FUND, LP OCEANA APARTMENTS	10/01/2022	\$1,301.00
00028025	H2489	AMERICAN FAMILY HOUSING	10/01/2022	\$10,345.00
00028026	H00093	SALMAN M AMIR	10/01/2022	\$2,664.00
00028027	H2938	ANAHEIM SUNSET PLAZA APTS	10/01/2022	\$7,551.00
00028028	H00336	ANIME INVESTMENTS LLC	10/01/2022	\$1,351.00
00028029	H4371	CHUNG NAN AOU	10/01/2022	\$1,127.00

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00028030	H00181	AP TRUST DATED 01/20/21	10/01/2022	\$1,965.00
00028031	H4254	ARBOR VILLAS, LLC	10/01/2022	\$2,931.00
00028032	H00048	JESSIE WONG ARIAS	10/01/2022	\$2,016.00
00028033	H4027	TIMOTEO ARJON	10/01/2022	\$1,504.00
00028034	H3930	EIDA A ATTIA	10/01/2022	\$1,794.00
00028035	H4272	PAUL AUDUONG	10/01/2022	\$1,521.00
00028036	H4532	AUGUSTA GROUP INVESTMENTS INC	10/01/2022	\$1,248.00
00028037	H00180	AVANATH FESTIVAL LP	10/01/2022	\$2,168.00
00028038	H00084	AVANATH GROVE LP	10/01/2022	\$45,429.00
00028039	H2062	AYNEM INVESTMENTS, LP	10/01/2022	\$15,773.00
00028040	H00210	B2B INVESTMENTS LLC	10/01/2022	\$1,442.00
00028041	H4505	BACH & JASON NGUYEN INVESTMENT LLC	10/01/2022	\$1,771.00
00028042	H4295	BAKER RANCH AFFORDABLE, LP	10/01/2022	\$1,745.00
00028043	H4403	HA BANH	10/01/2022	\$3,751.00
00028044	H2370	BARRY SAYWITZ PROP TWO, LP	10/01/2022	\$5,846.00
00028045	H4777	BDA INVESTMENTS, LLC	10/01/2022	\$1,328.00
00028046	H00092	BEACH BOULEVARD COTTAGES LLC	10/01/2022	\$370.00
00028047	H4797	BEACH CREEK PARTNERS II, LP	10/01/2022	\$1,446.00
00028048	H4735	BEACHWOOD VILLAGE APARTMENTS	10/01/2022	\$1,324.00
00028049	H4368	BEHRENS PROPERTIES, LLC	10/01/2022	\$993.00
00028050	H3168	BELAGE PRESERVATION, LP	10/01/2022	\$1,217.00
00028051	H00115	BELLECOUR APARTMENTS	10/01/2022	\$940.00
00028052	H4463	BERTINA PANG LOH CHANG	10/01/2022	\$166.00
00028053	H3365	JAIME OR MAGALI BERTRAN	10/01/2022	\$1,493.00
00028054	H3115	ANIL BHALANI	10/01/2022	\$1,376.00
00028055	H0645	N C BHATT	10/01/2022	\$4,629.00
00028056	H00310	BHN MANAGEMENT INC	10/01/2022	\$3,885.00
00028057	H00347	WILLIAM RICHARDO BONNER	10/01/2022	\$3,280.00
00028058	H00167	DAVID BORTHWICK	10/01/2022	\$1,658.00
00028059	H4331	BOWEN PROPERTY, LLC	10/01/2022	\$1,534.00
00028060	H0231	MAI BOZARJIAN	10/01/2022	\$21,321.00
00028061	H4085	MAI BOZARJIAN	10/01/2022	\$5,301.00
00028062	H4399	BRIAR CREST / ROSE CREST	10/01/2022	\$3,251.00
00028063	H4784	BRIDGE WF CRYSTAL VIEW AGP, LLC	10/01/2022	\$4,596.00

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00028064	H0968	SHARON OR NORMAN BROWN	10/01/2022	\$4,501.00
00028065	H4088	BACH BUI	10/01/2022	\$1,243.00
00028066	H4656	DANIEL D BUI	10/01/2022	\$1,982.00
00028067	H3590	DUNG BUI	10/01/2022	\$1,057.00
00028068	H4699	KIMLOAN THI BUI	10/01/2022	\$1,452.00
00028069	H4664	LONG BUI	10/01/2022	\$1,178.00
00028070	H0276	MINH Q BUI	10/01/2022	\$2,087.00
00028071	H3322	MONICA BUI	10/01/2022	\$1,571.00
00028072	H1510	NGA HUYNH BUI	10/01/2022	\$1,217.00
00028073	H4779	TAM BUI	10/01/2022	\$1,555.00
00028074	H4760	THINH BUI	10/01/2022	\$1,637.00
00028075	H4108	THUAN BUI	10/01/2022	\$4,308.00
00028076	H4075	TRiet THO-MINH BUI	10/01/2022	\$2,100.00
00028077	H3524	DAVID M BURLEY	10/01/2022	\$1,636.00
00028078	H2916	THU T CAI-NGUYEN	10/01/2022	\$570.00
00028079	H3272	CAMBRIDGE HEIGHTS, LP	10/01/2022	\$1,256.00
00028080	H2159	HUONG B CAO	10/01/2022	\$514.00
00028081	H4457	MYTRANG CAO	10/01/2022	\$1,467.00
00028082	H2856	PHUOC GIA CAO	10/01/2022	\$2,461.00
00028083	H00139	CASA CIENTO ASSOCIATES LP C/O ARNEL MANAGEMENT CO	10/01/2022	\$1,675.00
00028084	H4524	CASA MADRID	10/01/2022	\$2,585.00
00028085	H4073	CASCADE TERRACE APARTMENTS	10/01/2022	\$5,086.00
00028086	H4689	DAVID G CASCINO	10/01/2022	\$2,611.00
00028087	H3904	KOU LEAN CHAN	10/01/2022	\$1,064.00
00028088	H4135	CHIEN CHAN,MIN OR TRAN	10/01/2022	\$4,095.00
00028089	H1229	EVELYN CHANG	10/01/2022	\$3,101.00
00028090	H9008	SHERRI CHANG	10/01/2022	\$1,980.00
00028091	H1368	CHARLESTON GARDENS, LLC	10/01/2022	\$1,298.00
00028092	H1239	CHATHAM VILLAGE APTS	10/01/2022	\$6,621.00
00028093	H3494	ALICE CHAU	10/01/2022	\$2,480.00
00028094	H4714	KENNY CHAU	10/01/2022	\$1,518.00
00028095	H3757	DENNIS KYINSAN CHEN	10/01/2022	\$5,413.00
00028096	H1362	SHIAO-YUNG CHEN	10/01/2022	\$6,736.00

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00028097	H9010	T C CHEN	10/01/2022	\$22,304.00
00028098	H3490	CHERRY WEST PROPERTIES	10/01/2022	\$1,251.00
00028099	H1788	STEPHEN CHEUNG	10/01/2022	\$1,573.00
00028100	H3094	PAUL M CHEY	10/01/2022	\$2,653.00
00028101	H4707	NARITH CHHUM	10/01/2022	\$1,845.00
00028102	H0317	LI-YONG CHIANG	10/01/2022	\$1,326.00
00028103	H0159	DON J G CHONG	10/01/2022	\$5,409.00
00028104	H1946	JOHN CHUN	10/01/2022	\$1,291.00
00028105	H9011	KYU B CHUNG	10/01/2022	\$5,764.00
00028106	H4444	CITRUS GROVE, LP	10/01/2022	\$894.00
00028107	H00277	CITY OF COMPTON LOCAL HOUSING AUTHORITY	10/01/2022	\$1,221.12
00028108	H00129	CLEARWATER INVESTMENTS	10/01/2022	\$7,055.00
00028109	H3246	KATHLEEN P CLIFTON	10/01/2022	\$1,440.00
00028110	H4785	CM 2080 NEW, LLC	10/01/2022	\$1,283.00
00028111	H0776	PONCH CO	10/01/2022	\$1,165.00
00028112	H3137	KATHY D COLACION	10/01/2022	\$2,371.00
00028113	H4337	COMMUNITY GARDENS PARTNERS, LP	10/01/2022	\$5,456.00
00028114	H3359	NORMA S CONCEPCION	10/01/2022	\$1,420.00
00028115	H2193	CONCORD MGMT, LLC	10/01/2022	\$894.00
00028116	H3752	CONNOR PINES, LLC	10/01/2022	\$15,404.00
00028117	H0642	CONTINENTAL GARDENS APTS	10/01/2022	\$12,585.00
00028118	H1134	CONTINENTAL GARDENS APTS	10/01/2022	\$4,717.00
00028119	H00080	COUNTRY SQUIRE TUSTIN LLC	10/01/2022	\$1,225.00
00028120	H0039	COURTYARD VILLAS	10/01/2022	\$8,747.00
00028121	H00294	LUIS CRESCITELLI	10/01/2022	\$925.00
00028122	H4556	CST CAPITAL, LLC	10/01/2022	\$1,548.00
00028123	H4686	CTC INVESTMENT GROUP, INC	10/01/2022	\$1,491.00
00028124	H0017	KHANH CUNG	10/01/2022	\$2,598.00
00028125	H3376	CURTIS FAMILY TRUST	10/01/2022	\$1,259.00
00028126	H4659	D1 SENIOR IRVINE HOUSING PARTNERS, LP	10/01/2022	\$1,801.00
00028127	H2985	NGHIA HO OR PHAN VE TU DAC	10/01/2022	\$5,800.00
00028128	H4646	HUONG NGOC DAI	10/01/2022	\$1,223.00
00028129	H00082	DAISY APARTMENT HOMES LLC	10/01/2022	\$1,518.00
00028130	H2100	BINH DINH DAM	10/01/2022	\$1,497.00

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00028131	H3947	ANNIE DANG	10/01/2022	\$1,334.00
00028132	H3369	CHINH VAN DANG	10/01/2022	\$1,534.00
00028133	H00327	DIEM LAY DANG	10/01/2022	\$1,640.00
00028134	H00300	LONG BILLY DANG	10/01/2022	\$2,633.00
00028135	H4561	MIKE M DANG	10/01/2022	\$2,349.00
00028136	H3065	DAVID DANG	10/01/2022	\$1,578.00
00028137	H4598	THANH-THUY THI DANG	10/01/2022	\$1,151.00
00028138	H1895	JOSEPH N DAO	10/01/2022	\$1,506.00
00028139	H00157	MAI DAO	10/01/2022	\$1,970.00
00028140	H00050	MICHELLE DAO	10/01/2022	\$1,714.00
00028141	H1245	NELSON NGUYEN DAO	10/01/2022	\$4,572.00
00028142	H1750	TRU DAO	10/01/2022	\$4,987.00
00028143	H2184	TU VAN DAO	10/01/2022	\$713.00
00028144	H9413	TU VAN DAO	10/01/2022	\$2,543.00
00028145	H3021	NGOC-THUY DAO	10/01/2022	\$1,574.00
00028146	H1802	LUONG-NGUYEN DAO-PHAM, LOC THI OR PHAM	10/01/2022	\$2,652.00
00028147	H4239	RICHARD DAVIS	10/01/2022	\$3,165.00
00028148	H4607	DE ANZA PLAZA APTS II	10/01/2022	\$1,760.00
00028149	H4071	DEERING II FAMILY, LP	10/01/2022	\$1,157.00
00028150	H3626	CLARA J DEWYER	10/01/2022	\$893.00
00028151	H4583	HOI TUAN DIEP	10/01/2022	\$1,313.00
00028152	H00067	BIEN T DINH	10/01/2022	\$2,286.00
00028153	H4595	HAI DINH	10/01/2022	\$1,256.00
00028154	H2147	HANH DINH	10/01/2022	\$1,983.00
00028155	H4223	KATHLEEN DINH	10/01/2022	\$1,750.00
00028156	H1479	KIM DINH	10/01/2022	\$3,809.00
00028157	H4373	LAN THAI DINH	10/01/2022	\$4,602.00
00028158	H3629	LONG T DINH	10/01/2022	\$3,473.00
00028159	H4372	NHU Y DINH	10/01/2022	\$1,249.00
00028160	H4406	THU V DINH	10/01/2022	\$496.00
00028161	H4594	TUAN DINH	10/01/2022	\$2,028.00
00028162	H4619	Y NHA DINH	10/01/2022	\$3,579.00
00028163	H3284	DNK PROPERTY, LLC	10/01/2022	\$18,127.00
00028164	H4498	BRANDON BINH DO	10/01/2022	\$3,109.00

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00028165	H4717	BYRON DO	10/01/2022	\$2,091.00
00028166	H4718	DAITRANG DO	10/01/2022	\$2,687.00
00028167	H4418	DOMINIC HAU DO	10/01/2022	\$993.00
00028168	H00131	KEVIN HUNG DO	10/01/2022	\$1,537.00
00028169	H1867	MINH C DO	10/01/2022	\$5,107.00
00028170	H4450	MY-PHUONG DO	10/01/2022	\$1,414.00
00028171	H1674	NANCY DO	10/01/2022	\$1,380.00
00028172	H4802	NGA N DO	10/01/2022	\$2,308.00
00028173	H00186	NOAN THI DO	10/01/2022	\$1,829.00
00028174	H00354	RUTHERFORD DO	10/01/2022	\$1,021.00
00028175	H3593	THUY THI DO	10/01/2022	\$355.00
00028176	H3181	TIM DO	10/01/2022	\$1,135.00
00028177	H3671	TINA DO	10/01/2022	\$1,506.00
00028178	H9016	TINA DO	10/01/2022	\$3,769.00
00028179	H3732	XUYEN THI DO	10/01/2022	\$1,242.00
00028180	H00137	CRYSTAL DOAN	10/01/2022	\$1,172.00
00028181	H00326	HANH DAO DOAN	10/01/2022	\$1,663.00
00028182	H0580	HARRY DOAN	10/01/2022	\$18.00
00028183	H4639	HIEP THI DOAN	10/01/2022	\$2,833.00
00028184	H4808	HUEY G DOAN	10/01/2022	\$3,976.00
00028185	H3999	HUY DOAN	10/01/2022	\$1,388.00
00028186	H4289	HUY DOAN	10/01/2022	\$1,658.00
00028187	H4420	KYLAM DOAN	10/01/2022	\$1,803.00
00028188	H3980	NHA & JOANNE TRANG VU DOAN	10/01/2022	\$1,818.00
00028189	H3855	PHUONGNGA THI DOAN	10/01/2022	\$2,192.00
00028190	H2424	JERRY DOIDGE	10/01/2022	\$1,376.00
00028191	H3382	DOLCE VITA INVESTMENTS, LLC	10/01/2022	\$5,317.00
00028192	H1744	MINH TRANG DONG	10/01/2022	\$996.00
00028193	H2945	DORADO SENIOR APARTMENTS, LP	10/01/2022	\$2,576.00
00028194	H4413	WILLIAM A DOWD III	10/01/2022	\$1,152.00
00028195	H3228	DSN INVESTMENT GROUP, LLC	10/01/2022	\$7,176.00
00028196	H3510	DTP INVESTMENTS, LLC	10/01/2022	\$3,012.00
00028197	H1385	DAVID C DUNN	10/01/2022	\$2,450.00
00028198	H9021	DAVID F DUNNETT	10/01/2022	\$1,243.00

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00028199	H3866	HONG MANH DUONG	10/01/2022	\$1,490.00
00028200	H00287	KAREN DUONG	10/01/2022	\$1,434.00
00028201	H1885	MINH B DUONG	10/01/2022	\$5,415.00
00028202	H3688	THAI VAN DUONG	10/01/2022	\$1,480.00
00028203	H00081	TIFFANY DUONG	10/01/2022	\$483.00
00028204	H3087	CHI THI DUONG	10/01/2022	\$2,322.00
00028205	H2869	HUNG Q DUONG	10/01/2022	\$1,240.00
00028206	H2781	GLADYS DYO	10/01/2022	\$591.00
00028207	H00091	E-Z HOUSING GROUP LLC	10/01/2022	\$1,614.00
00028208	H2422	EASTWIND PROPERTIES, LLC	10/01/2022	\$2,904.00
00028209	H4770	EBL, LLC	10/01/2022	\$4,810.00
00028210	H2036	DANIEL T EDLUND	10/01/2022	\$1,289.00
00028211	H00220	KIM Y EHLE	10/01/2022	\$1,220.00
00028212	H00233	EL NILE INVESTMENTS LLC	10/01/2022	\$1,209.00
00028213	H4250	EL PUEBLO APTS	10/01/2022	\$2,895.00
00028214	H4294	EL RAY PARTNERS, LLC	10/01/2022	\$8,066.00
00028215	H4438	ELIAS CAPITAL GROUP, LLC	10/01/2022	\$2,834.00
00028216	H00250	EMERALD RIDGE APARTMENTS	10/01/2022	\$1,656.00
00028217	H4234	TERRY C ENGEL	10/01/2022	\$1,700.00
00028218	H00282	ERP OPERATING LIMITED PARTNERSHIP	10/01/2022	\$8,699.00
00028219	H3299	EVERGREEN ESTATE EXPANSION, LLC	10/01/2022	\$10,016.00
00028220	H00030	FAIRECREST REAL ESTATE, LLC	10/01/2022	\$2,564.00
00028221	H1553	FAIRVIEW MGMT COMPANY	10/01/2022	\$2,603.00
00028222	H00299	FAMILY CUNG TUAN KHANH ACACIA LLC	10/01/2022	\$3,507.00
00028223	H5769	BOONE FAN	10/01/2022	\$3,374.00
00028224	H3034	FBC APARTMENTS	10/01/2022	\$780.00
00028225	H4757	FG GOLDENWEST SENIOR APTS, LP	10/01/2022	\$18,715.00
00028226	H1702	FLOYD H FIELDS	10/01/2022	\$1,255.00
00028227	H1689	WENDY FINCH	10/01/2022	\$983.00
00028228	H00049	FIVE POINTS HOUSING LP	10/01/2022	\$3,475.00
00028229	H3329	FOREVERGREEN EXPANSION, LLC	10/01/2022	\$1,449.00
00028230	H00200	FOUNTAIN VALLEY HOUSING PARTNERS LP	10/01/2022	\$1,542.00
00028231	H00051	FOUR SEASON 339 LLC	10/01/2022	\$1,203.00
00028232	H7410	FRANCISCAN GARDENS APTS	10/01/2022	\$26,581.00

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00028233	H2569	WILLIAM FRECHTMAN	10/01/2022	\$1,537.00
00028234	H4610	FREEDOMPATH PROPERTIES, LLC	10/01/2022	\$2,650.00
00028235	H3691	FU CRAIG FA, LLC	10/01/2022	\$6,658.00
00028236	H2215	KARL GANZ	10/01/2022	\$1,078.00
00028237	H3384	ALBINO GARCIA	10/01/2022	\$3,649.00
00028238	H3194	GARDEN BAY APARTMENTS, LLC	10/01/2022	\$1,405.00
00028239	V00694	GARDEN GROVE HOUSING AUTHORITY-ESCROW ACCT	10/01/2022	\$6,730.00
00028240	H4275	GARDEN GROVE HOUSING ASSOCIATE	10/01/2022	\$4,433.00
00028241	H00095	CHRIS ANN GARZA	10/01/2022	\$511.00
00028242	H2029	GEORGIAN APTS	10/01/2022	\$3,166.00
00028243	H4137	AARON GERMAIN	10/01/2022	\$1,368.00
00028244	H00112	GG8662 LLC C/O DEKKO PROPERTIES LLC	10/01/2022	\$2,516.00
00028245	H3857	GIA VU, INC	10/01/2022	\$930.00
00028246	H4037	BRIGITTE GIACALONE	10/01/2022	\$932.00
00028247	H4742	GIERS WELLS PARTNERSHIP	10/01/2022	\$1,755.00
00028248	H3894	GIGI APARTMENTS	10/01/2022	\$2,076.00
00028249	H4046	GLENHAVEN MOBILODGE	10/01/2022	\$1,074.00
00028250	H00123	GLS GROUP LLC	10/01/2022	\$1,126.00
00028251	H00321	GOLDEN COAST PACIFIC PROPERTIES LLC	10/01/2022	\$1,569.00
00028252	H4346	HENRY S GOMEZ	10/01/2022	\$1,692.00
00028253	H2737	WILLIAM GREEN	10/01/2022	\$1,277.00
00028254	H00172	GREENBROOK APARTMENTS LP	10/01/2022	\$1,310.00
00028255	H3833	GREENFIELDSDIE, LLC	10/01/2022	\$3,106.00
00028256	H3639	GROVE PARK LP	10/01/2022	\$81,942.00
00028257	H9028	JIM GULMESOFF	10/01/2022	\$6,857.00
00028258	H3949	GINA GUYUMJYAN	10/01/2022	\$3,735.00
00028259	H4172	HA OF DEKALB COUNTY	10/01/2022	\$672.45
00028260	H4692	CASIE HA	10/01/2022	\$2,750.00
00028261	H4092	DAC T HA	10/01/2022	\$1,653.00
00028262	H1824	KHIEM Q HA	10/01/2022	\$2,459.00
00028263	H1629	MANH MINH HA	10/01/2022	\$1,165.00
00028264	H4562	TRAN D HA	10/01/2022	\$2,715.00
00028265	H3735	TRIET M HA	10/01/2022	\$1,400.00
00028266	H00096	HSIAO HUNG HAH	10/01/2022	\$1,199.00

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00028267	H0550	HALL & ASSOCIATES, INC	10/01/2022	\$5,769.00
00028268	H1969	LINDA HAN	10/01/2022	\$1,906.00
00028269	H00314	CAROLYN F HANSEN	10/01/2022	\$1,304.00
00028270	H5208	CLIFTON & BRENDA HANSON	10/01/2022	\$2,795.00
00028271	H3838	STEVEN HAU	10/01/2022	\$766.00
00028272	H2955	HERITAGE PARK	10/01/2022	\$3,261.00
00028273	H4708	HIGHLAND FINANCE INVESTMENTS CORP	10/01/2022	\$1,432.00
00028274	H0250	SHERRY OR RICHARD HILLIARD	10/01/2022	\$1,674.00
00028275	H00173	HKT INVESTMENT	10/01/2022	\$3,812.00
00028276	H3921	HMZ RESIDENTIAL PARK, LP	10/01/2022	\$2,511.00
00028277	H00289	DAO HO	10/01/2022	\$1,396.00
00028278	H3255	HENRY HOI HO	10/01/2022	\$2,019.00
00028279	H1010	HO, HIEP or DAO, NGOC THUY	10/01/2022	\$10,198.00
00028280	H3653	LIEN KIM HO	10/01/2022	\$1,708.00
00028281	H3781	PAULINE HO	10/01/2022	\$2,746.00
00028282	H4827	PETER HO	10/01/2022	\$1,484.00
00028283	H00183	THUY HO	10/01/2022	\$1,320.00
00028284	H4268	TIM HO	10/01/2022	\$924.00
00028285	H00071	HOLLY HOANG	10/01/2022	\$1,432.00
00028286	H00312	HUAN HOANG	10/01/2022	\$2,527.00
00028287	H00301	KHANH HOANG	10/01/2022	\$1,508.00
00028288	H1864	LIEN HOANG	10/01/2022	\$1,394.00
00028289	H3984	LONG HOANG	10/01/2022	\$1,735.00
00028290	H4783	THINH HOANG	10/01/2022	\$1,803.00
00028291	H4224	TRACY HOANG	10/01/2022	\$1,162.00
00028292	H2354	TRIEU HOANG	10/01/2022	\$1,447.00
00028293	H4542	TUAN HOANG	10/01/2022	\$2,115.00
00028294	H00278	VUONG HOANG	10/01/2022	\$1,682.00
00028295	H2662	LANG HOANG	10/01/2022	\$1,714.00
00028296	H2974	NHAN TIEN HOANG	10/01/2022	\$1,982.00
00028297	H3883	ROSEMARY LC HOLTZMAN	10/01/2022	\$906.00
00028298	H1120	SALLY HOPPE	10/01/2022	\$1,269.00
00028299	H2532	LUC HUA	10/01/2022	\$1,534.00
00028300	H3595	HUNTINGTON WESTMINSTER APT, LLC	10/01/2022	\$1,500.00

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00028301	H1659	DON HUSS	10/01/2022	\$2,624.00
00028302	H00133	BAO TRINH HUYNH	10/01/2022	\$229.00
00028303	H0658	CHEN THI HUYNH	10/01/2022	\$2,665.00
00028304	H3641	FELIX HUYNH	10/01/2022	\$715.00
00028305	H4763	JOANNE HUYNH	10/01/2022	\$1,200.00
00028306	H3509	KELVIN HUYNH	10/01/2022	\$1,579.00
00028307	H4405	LOAN HUYNH	10/01/2022	\$638.00
00028308	H4237	MINH HUY HUYNH	10/01/2022	\$2,074.00
00028309	H4271	PHILIP HUYNH	10/01/2022	\$645.00
00028310	H1574	SALLY B HUYNH	10/01/2022	\$1,508.00
00028311	H4246	KIM DONG T HUYNH, SCOTT THANH OR LE	10/01/2022	\$1,156.00
00028312	H4747	THAI C HUYNH	10/01/2022	\$2,507.00
00028313	H3117	LONG BAO HUYNH	10/01/2022	\$1,341.00
00028314	H1262	CM HWANG	10/01/2022	\$1,511.00
00028315	H3848	IMPERIAL NORTH HOLDINGS, LLC	10/01/2022	\$4,478.00
00028316	H3644	IMPERIAL NORTHWEST HOLDINGS	10/01/2022	\$4,910.00
00028317	H00309	INCOME PROPERTY ASSOCIATES LLC	10/01/2022	\$1,119.00
00028318	H00319	INFINITY RESIDENTIAL, INC	10/01/2022	\$1,223.00
00028319	H2984	INTERNATIONAL BUSINESS INVESTMENT GROUP, LLC	10/01/2022	\$2,668.00
00028320	H4350	J & E ESTATES, LLC	10/01/2022	\$2,108.00
00028321	H3402	JERRY JANESKI	10/01/2022	\$1,124.00
00028322	H4427	JD PROPERTY MANAGEMENT, INC	10/01/2022	\$4,858.00
00028323	H4716	NARIYA JEAN	10/01/2022	\$1,998.00
00028324	H00031	JEFFERSON HB, LLC	10/01/2022	\$1,325.00
00028325	H3040	JENSEN SOMMERVILLE CONZELMAN	10/01/2022	\$1,791.00
00028326	H3165	JG & B CORPORATION	10/01/2022	\$7,867.00
00028327	H3266	JGK GARDEN GROVE, LP	10/01/2022	\$36,611.00
00028328	H2936	JGKALLINS INVESTMENTS, LP	10/01/2022	\$1,412.00
00028329	H2530	NATHAN D JOHNSON	10/01/2022	\$2,085.00
00028330	H4557	JTM BAYOU, LLC	10/01/2022	\$1,763.00
00028331	H9029	LIN J JU	10/01/2022	\$2,772.00
00028332	H2595	FRED JU	10/01/2022	\$1,205.00
00028333	H4042	JUNG SUN NOH	10/01/2022	\$7,883.00
00028334	H4077	JUNG SUN NOH	10/01/2022	\$1,610.00

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00028335	H4078	JUNG SUN NOH	10/01/2022	\$1,508.00
00028336	H4467	KAID MALINDA INVESTMENT INC	10/01/2022	\$2,319.00
00028337	H00258	KAID TAFT INVESTMENT INC	10/01/2022	\$2,050.00
00028338	H4482	JAIDEEP KAMAT	10/01/2022	\$1,732.00
00028339	H4758	JUN-WEI KAO	10/01/2022	\$1,717.00
00028340	H3320	KASHI TRUST	10/01/2022	\$9,103.00
00028341	H4767	KATELLA FAMILY HOUSING PARTNER	10/01/2022	\$1,558.00
00028342	H3771	KATELLA MOBILE HOME ESTATES	10/01/2022	\$882.00
00028343	H3721	KCM INVESTMENTS, LLC	10/01/2022	\$2,633.00
00028344	H4696	KD RENT	10/01/2022	\$3,924.00
00028345	H1018	LU-YONG KEH	10/01/2022	\$5,113.00
00028346	H4374	KEITH AND HOLLY CORPORATION	10/01/2022	\$608.00
00028347	H9030	ROBERT KELLEY	10/01/2022	\$4,956.00
00028348	H3113	KENSINGTON GARDENS	10/01/2022	\$962.00
00028349	H1535	DAN VAN KHA	10/01/2022	\$1,371.00
00028350	H1888	LINDA KHA	10/01/2022	\$1,876.00
00028351	H2423	CAM MY KHA	10/01/2022	\$1,820.00
00028352	H2624	SETH S KHEANG	10/01/2022	\$2,820.00
00028353	H00280	A THI KHUU	10/01/2022	\$2,605.00
00028354	H3727	HENRY THAI KHUU	10/01/2022	\$1,415.00
00028355	H0890	DAVID S KIM	10/01/2022	\$1,003.00
00028356	H4527	MELVIN LEE KIM	10/01/2022	\$1,201.00
00028357	H9033	SON H KIM	10/01/2022	\$5,023.00
00028358	H9031	HARRY H KIM	10/01/2022	\$1,508.00
00028359	H9001	KING COUNTY HOUSING AUTHORITY	10/01/2022	\$3,981.86
00028360	H1797	KING INVESTMENT GROUP, INC	10/01/2022	\$5,771.00
00028361	H3591	BERNARD KING	10/01/2022	\$545.00
00028362	H3567	KENT M KITSELMAN	10/01/2022	\$1,493.00
00028363	H2960	MARILYN KLUNK	10/01/2022	\$2,621.00
00028364	H2460	KNK PROPERTIES	10/01/2022	\$10,114.00
00028365	H4510	KPKK, LLC	10/01/2022	\$1,330.00
00028366	H0082	EDWARD KUO	10/01/2022	\$660.00
00028367	H1193	EDWARD KUO	10/01/2022	\$1,262.00
00028368	H4804	SATOKO KURATA	10/01/2022	\$1,110.00

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00028369	H4609	JOAQUIN KURZ	10/01/2022	\$3,054.00
00028370	H4737	TUYET B LA	10/01/2022	\$1,959.00
00028371	H4712	LADERA WNG II, LLC	10/01/2022	\$2,505.00
00028372	H3611	LAGUNA HILLS TRAVELODGE, LLC	10/01/2022	\$34,367.00
00028373	H3793	LAGUNA STREET APARTMENTS, LLC	10/01/2022	\$2,338.00
00028374	H2636	LAKESIDE ASSOCIATION	10/01/2022	\$3,901.00
00028375	H4253	JULIE LALLY	10/01/2022	\$1,641.00
00028376	H3552	ANDRE LAM	10/01/2022	\$927.00
00028377	H00028	ANH LAN LAM	10/01/2022	\$2,001.00
00028378	H3711	CAM THI T LAM	10/01/2022	\$1,143.00
00028379	H1224	CHAU LAM	10/01/2022	\$5,514.00
00028380	H00045	CHRISTINE M LAM	10/01/2022	\$954.00
00028381	H00213	DAVID LAM	10/01/2022	\$1,935.00
00028382	H2396	HAI LAM	10/01/2022	\$5,617.00
00028383	H4631	HUNG LAM	10/01/2022	\$2,159.00
00028384	H4563	QUOC D LAM	10/01/2022	\$2,082.00
00028385	H00088	QUYHN GIAO LAM	10/01/2022	\$572.00
00028386	H00042	STEVEN LAM	10/01/2022	\$838.00
00028387	H2873	MAI LAM	10/01/2022	\$1,231.00
00028388	H4454	LAMPLIGHTER VILLAGE APTS	10/01/2022	\$12,442.00
00028389	H4745	LAMPSON EP, LLC	10/01/2022	\$1,532.00
00028390	H4504	LAMY OANH, LLC	10/01/2022	\$6,146.00
00028391	H4663	LAS PALMAS APTS	10/01/2022	\$1,721.00
00028392	H4402	STEPHEN LAU	10/01/2022	\$2,873.00
00028393	H00151	CATHERINE LAZARAN	10/01/2022	\$1,598.00
00028394	H3945	JOHN LAZENBY	10/01/2022	\$2,449.00
00028395	H4471	LE MORNINGSIDE, LLC	10/01/2022	\$3,644.00
00028396	H4754	ANH LE	10/01/2022	\$2,935.00
00028397	H00153	BENJAMIN BAO LE	10/01/2022	\$1,600.00
00028398	H4421	BILL BQ LE	10/01/2022	\$1,409.00
00028399	H00104	CELINE LE	10/01/2022	\$1,920.00
00028400	H4634	DANIEL LE	10/01/2022	\$1,374.00
00028401	H4133	HIEP THI LE	10/01/2022	\$2,568.00
00028402	H00179	HUONG THI LE	10/01/2022	\$1,480.00

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00028403	H1258	JIMMY T LE	10/01/2022	\$2,095.00
00028404	H4555	JOHN LE	10/01/2022	\$2,125.00
00028405	H4142	JOHN TOAN LE	10/01/2022	\$3,405.00
00028406	H4462	LAN V LE	10/01/2022	\$674.00
00028407	H4319	LANH C LE	10/01/2022	\$1,710.00
00028408	H3796	LY PHUONG LE	10/01/2022	\$1,990.00
00028409	H00148	MAN MINH LE	10/01/2022	\$1,928.00
00028410	H3623	MICHAEL LE	10/01/2022	\$2,151.00
00028411	H0918	NANCY NGAT THI LE	10/01/2022	\$3,202.00
00028412	H3416	NGA LE	10/01/2022	\$1,694.00
00028413	H4428	RICHARD TUANANH LE	10/01/2022	\$1,320.00
00028414	H0948	STEPHANIE THU LE	10/01/2022	\$6,955.00
00028415	H00209	TAI LE	10/01/2022	\$2,324.00
00028416	H00099	TAN LE	10/01/2022	\$1,432.00
00028417	H00214	THAM T LE	10/01/2022	\$1,673.00
00028418	H3661	THANH TIEN LE	10/01/2022	\$3,027.00
00028419	H00069	THOMAS T LE	10/01/2022	\$1,352.00
00028420	H00134	TIFFANY D LE	10/01/2022	\$1,458.00
00028421	H00202	TRINA TRINH LE	10/01/2022	\$1,518.00
00028422	H00135	TUYEN NIKKI LE	10/01/2022	\$1,390.00
00028423	H0167	BAO GIA LE	10/01/2022	\$4,767.00
00028424	H2548	XAN NGOC LE	10/01/2022	\$885.00
00028425	H3946	DAVID OR TRINH LEE	10/01/2022	\$220.00
00028426	H4547	LEMON GROVE, LP	10/01/2022	\$1,655.00
00028427	H1602	ROGER LEUNG	10/01/2022	\$1,294.00
00028428	H4002	SOL M LI	10/01/2022	\$1,820.00
00028429	H1533	DAVID LIN	10/01/2022	\$2,696.00
00028430	H4344	LINCOLN VILLAS APT HOMES, LLC	10/01/2022	\$8,671.00
00028431	H4592	LINCOLN WOODS APARTMENTS	10/01/2022	\$2,360.00
00028432	H1960	KATHERINE LITTON	10/01/2022	\$1,384.00
00028433	H00242	CHEN-CHUNG LIU	10/01/2022	\$303.00
00028434	H2080	LLE, LLC	10/01/2022	\$781.00
00028435	H00090	LOGAN MT LLC	10/01/2022	\$1,539.00
00028436	H3888	TROY LONG, TU-ANH & DUONG	10/01/2022	\$983.00

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00028437	H3311	CINDY W LOUIE	10/01/2022	\$2,403.00
00028438	H00143	KATHERINE LU	10/01/2022	\$1,193.00
00028439	H2120	QUYNH THUY LU	10/01/2022	\$3,078.00
00028440	H00177	CHRISTOPHER LAC LUONG	10/01/2022	\$991.00
00028441	H1424	KHANH LUONG	10/01/2022	\$1,502.00
00028442	H4603	LONG DUC LUONG	10/01/2022	\$1,060.00
00028443	H4157	TRA THI-PHUONG LUONG	10/01/2022	\$3,536.00
00028444	H4572	ALLEN LUU	10/01/2022	\$1,476.00
00028445	H4491	TUAN V LUU	10/01/2022	\$1,518.00
00028446	H3696	XUYEN LUU	10/01/2022	\$2,055.00
00028447	H4669	ANDY LY	10/01/2022	\$2,103.00
00028448	H3717	DUC T LY	10/01/2022	\$538.00
00028449	H1613	MING LY	10/01/2022	\$1,910.00
00028450	H00166	MINH N LY	10/01/2022	\$1,394.00
00028451	H3754	TAN Q LY	10/01/2022	\$1,377.00
00028452	H3390	TRANH LY	10/01/2022	\$4,714.00
00028453	H4154	TUYEN X LY	10/01/2022	\$2,840.00
00028454	H00219	M FORTUNE LLC	10/01/2022	\$1,568.00
00028455	H00311	MEI CI MA	10/01/2022	\$1,570.00
00028456	H1705	MAGIC LAMP MOBILE HOME PARK	10/01/2022	\$1,324.00
00028457	H00136	MAGNET SENIOR HOUSING PARTNERS LP C/O MONTAIRA	10/01/2022	\$1,742.00
00028458	H3201	ANN N MAI	10/01/2022	\$3,060.00
00028459	H00192	ANNIE MAI	10/01/2022	\$2,136.00
00028460	H3996	FRANK MAI	10/01/2022	\$1,223.00
00028461	H4308	JENNIE THUY MAI	10/01/2022	\$2,344.00
00028462	H1499	LINDA MAI	10/01/2022	\$1,714.00
00028463	H00191	TUNG THANH MAI	10/01/2022	\$1,194.00
00028464	H2451	CHUCK MAI	10/01/2022	\$2,361.00
00028465	H4298	JAIMIE MAI-NGO	10/01/2022	\$1,345.00
00028466	H00341	LATA MAJITHIA	10/01/2022	\$1,784.00
00028467	H4539	KONSTANTINOS P MANDAS	10/01/2022	\$3,258.00
00028468	H4796	HARALAMBOS & GEORGIA MANTAS	10/01/2022	\$1,324.00
00028469	H4818	LLOYD MANTONG	10/01/2022	\$256.00

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00028470	H6865	MARIPOSA PROPERTIES	10/01/2022	\$1,558.00
00028471	H4816	MATTAR REAL ESTATE INVESTMENT	10/01/2022	\$765.00
00028472	H7370	LEOPOLD MAYER	10/01/2022	\$2,677.00
00028473	H2135	JOHN MC GOFF	10/01/2022	\$932.00
00028474	H00318	MCCOMBER CREEK LLC	10/01/2022	\$3,347.00
00028475	H2842	GRACE OR GERALD MCGRATH	10/01/2022	\$871.00
00028476	H8490	GRACE OR GERALD MCGRATH	10/01/2022	\$1,202.00
00028477	H00269	MCP KENSINGTON LP	10/01/2022	\$1,214.00
00028478	H4793	MEAGHER FAMILY BYPASS TRUST	10/01/2022	\$821.00
00028479	H1653	MANH MEAK	10/01/2022	\$1,397.00
00028480	H4435	JAGDISH P MEHTA	10/01/2022	\$1,330.00
00028481	H2110	MIDWAY INTEREST, LP	10/01/2022	\$8,593.00
00028482	H2638	MIKE & KATHY LEE, LP	10/01/2022	\$3,313.00
00028483	H4814	MITTAL LEGACY, LP	10/01/2022	\$4,168.00
00028484	H00205	JOHN MKHAIL	10/01/2022	\$1,560.00
00028485	H3256	MONARCH POINTE	10/01/2022	\$2,075.00
00028486	H3534	ANTHONY MONTEBELLO	10/01/2022	\$1,207.00
00028487	H2976	MONTECITO VISTA APT HOMES	10/01/2022	\$1,647.00
00028488	H4658	BACH MORALES	10/01/2022	\$2,223.00
00028489	H4715	MORNINGSIDE APTS, LLC	10/01/2022	\$10,969.00
00028490	H00154	MT VERNON APARTMENTS	10/01/2022	\$1,515.00
00028491	H00077	RANDALL MYCORN	10/01/2022	\$1,513.00
00028492	H00145	STEVEN B NACHAM	10/01/2022	\$1,251.00
00028493	H2622	PATRICK NAMSINH	10/01/2022	\$2,112.00
00028494	H3834	NEW HORIZONVIEW, LLC	10/01/2022	\$1,553.00
00028495	H3865	NEW KENYON APARTMENTS, LLC	10/01/2022	\$1,547.00
00028496	H4029	NEWPORT ESTATE EXPANSION, LLC	10/01/2022	\$1,668.00
00028497	H2745	DALE XUAN NGHIEM	10/01/2022	\$1,157.00
00028498	H3956	DANIEL NGHIEM	10/01/2022	\$22,149.00
00028499	H4751	DUNG T NGO	10/01/2022	\$1,614.00
00028500	H3630	HONG DIEP LE NGO	10/01/2022	\$930.00
00028501	H4184	KIM NGO	10/01/2022	\$1,041.00
00028502	H0314	LOC T NGO	10/01/2022	\$561.00
00028503	H00196	MIMI T NGO	10/01/2022	\$1,301.00

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00028504	H4550	TAMMY NGO	10/01/2022	\$1,284.00
00028505	H0408	NGUYEN'S FAMILY INVESTMENTS, LP	10/01/2022	\$5,236.00
00028506	H4691	AN MANH NGUYEN	10/01/2022	\$826.00
00028507	H4719	ANA-KARINA A NGUYEN	10/01/2022	\$1,510.00
00028508	H4645	ANDREA NGUYEN	10/01/2022	\$1,376.00
00028509	H3734	ANDREW Q NGUYEN	10/01/2022	\$1,940.00
00028510	H4401	ANH NGUYEN	10/01/2022	\$1,054.00
00028511	H1938	ANH-DAO NGUYEN	10/01/2022	\$1,284.00
00028512	H3749	ANTHONY NGUYEN	10/01/2022	\$1,429.00
00028513	H00176	BICH LIEN T NGUYEN	10/01/2022	\$1,498.00
00028514	H1457	BINH NGOC NGUYEN	10/01/2022	\$2,669.00
00028515	H1430	BINH QUOC NGUYEN	10/01/2022	\$3,295.00
00028516	H3958	BRIAN BAO-KHA NGUYEN	10/01/2022	\$3,396.00
00028517	H4297	CALVIN H NGUYEN	10/01/2022	\$2,450.00
00028518	H00276	CAM NGUYEN	10/01/2022	\$1,220.00
00028519	H00111	CHARLES NGUYEN	10/01/2022	\$1,852.00
00028520	H3248	CHARLIE NGUYEN	10/01/2022	\$1,614.00
00028521	H4511	CHRISTINE NGUYEN	10/01/2022	\$1,520.00
00028522	H2274	CHRISTOPHER NGUYEN	10/01/2022	\$1,670.00
00028523	H3777	CHUONG NGUYEN	10/01/2022	\$939.00
00028524	H00304	CINDY L NGUYEN	10/01/2022	\$610.00
00028525	H9043	CUONG NGUYEN	10/01/2022	\$2,416.00
00028526	H4641	DAN NGUYEN	10/01/2022	\$1,284.00
00028527	H4569	DAT NGUYEN	10/01/2022	\$1,819.00
00028528	H4015	LOAN T NGUYEN, DAVID / HA	10/01/2022	\$2,190.00
00028529	H1881	DIEM-THUY NGUYEN	10/01/2022	\$1,841.00
00028530	H4558	DONG NGUYEN	10/01/2022	\$1,355.00
00028531	H4679	DUNG KIM NGUYEN	10/01/2022	\$1,859.00
00028532	H3872	DUONG NGUYEN	10/01/2022	\$1,807.00
00028533	H1143	DZUNG DAN NGUYEN	10/01/2022	\$2,926.00
00028534	H2551	ERIC NGUYEN	10/01/2022	\$1,754.00
00028535	H3910	FRANK M NGUYEN	10/01/2022	\$1,698.00
00028536	H4621	HANG NGUYEN	10/01/2022	\$2,004.00
00028537	H3953	HANH V NGUYEN	10/01/2022	\$1,662.00

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00028538	H3370	HAO & HUONG T NGUYEN	10/01/2022	\$1,230.00
00028539	H00234	HENRY HAO VAN NGUYEN	10/01/2022	\$2,572.00
00028540	H1446	JOSEPH NGUYEN, HOA THI OR NGUYEN	10/01/2022	\$8,365.00
00028541	H4460	HUAN NGOC NGUYEN	10/01/2022	\$1,290.00
00028542	H4479	HUE THI NGUYEN	10/01/2022	\$1,339.00
00028543	H3276	HUNG NGUYEN	10/01/2022	\$1,200.00
00028544	H00272	HUNG T NGUYEN	10/01/2022	\$1,462.00
00028545	H3870	TIEN D NGUYEN, HUONG THY OR PHAM	10/01/2022	\$2,637.00
00028546	H00039	JANET NGUYEN	10/01/2022	\$3,277.00
00028547	H3242	JEANNIE NGUYEN	10/01/2022	\$2,934.00
00028548	H00245	JOHN NGUYEN	10/01/2022	\$1,683.00
00028549	H3241	JULIE NGUYEN	10/01/2022	\$1,434.00
00028550	H4697	KEVIN NGUYEN	10/01/2022	\$2,376.00
00028551	H4285	KHAI HUE NGUYEN	10/01/2022	\$2,495.00
00028552	H3497	KHANH DANG NGUYEN	10/01/2022	\$1,282.00
00028553	H3149	KIEN NGUYEN	10/01/2022	\$5,208.00
00028554	H4652	KIEN THI NGUYEN	10/01/2022	\$1,818.00
00028555	H3919	KIMCHI THI NGUYEN	10/01/2022	\$319.00
00028556	H4713	LAN HUONG NGUYEN	10/01/2022	\$1,596.00
00028557	H4195	LANIE NGUYEN	10/01/2022	\$3,844.00
00028558	H4700	LE B NGUYEN	10/01/2022	\$1,960.00
00028559	H00255	LIEN B NGUYEN	10/01/2022	\$1,181.00
00028560	H1687	LINDA NGUYEN	10/01/2022	\$3,705.00
00028561	H4079	LINDA LIEN NGUYEN	10/01/2022	\$1,446.00
00028562	H2331	LONG HUYEN DAC NGUYEN	10/01/2022	\$5,078.00
00028563	H4478	LUONG NGUYEN	10/01/2022	\$1,651.00
00028564	H00165	LUU PHUONG NGUYEN	10/01/2022	\$2,132.00
00028565	H1380	LYNDA NGUYEN	10/01/2022	\$1,475.00
00028566	H2391	MAN M NGUYEN	10/01/2022	\$1,247.00
00028567	H3526	MICHAEL THANG NGUYEN	10/01/2022	\$2,510.00
00028568	H00307	MICHELLE NGUYEN	10/01/2022	\$2,658.00
00028569	H4738	MINH NGUYEN	10/01/2022	\$1,548.00
00028570	H00040	MY DUNG THI NGUYEN	10/01/2022	\$2,031.00
00028571	H0907	MYLY NGUYEN	10/01/2022	\$1,541.00

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00028572	H3170	MYRA D NGUYEN	10/01/2022	\$1,297.00
00028573	H1717	NANCY NGUYEN	10/01/2022	\$9,022.00
00028574	H3713	NANCY NGUYEN	10/01/2022	\$1,359.00
00028575	H00122	NATHAN V NGUYEN	10/01/2022	\$1,502.00
00028576	H1899	NGHI NGUYEN	10/01/2022	\$1,983.00
00028577	H4744	NGOC NGUYEN	10/01/2022	\$1,818.00
00028578	H4469	OSCAR THUAN NGUYEN	10/01/2022	\$2,325.00
00028579	H4423	PETER NGUYEN	10/01/2022	\$4,147.00
00028580	H00068	PHUC T NGUYEN	10/01/2022	\$1,819.00
00028581	H00298	PHUONG T NGUYEN	10/01/2022	\$2,127.00
00028582	H2197	PHUONG MY THI NGUYEN	10/01/2022	\$10,941.00
00028583	H00340	PHUONG N NGUYEN	10/01/2022	\$890.00
00028584	H4439	QUAN NGUYEN	10/01/2022	\$1,272.00
00028585	H3853	QUANG M NGUYEN	10/01/2022	\$1,070.00
00028586	H4680	SHAWN B NGUYEN	10/01/2022	\$2,080.00
00028587	H4559	SKY NGUYEN	10/01/2022	\$3,041.00
00028588	H3185	SON DINH NGUYEN	10/01/2022	\$1,596.00
00028589	H4118	STEVE NGUYEN	10/01/2022	\$1,633.00
00028590	H3425	STEVEN NGUYEN	10/01/2022	\$1,124.00
00028591	H4670	STEVEN NGUYEN	10/01/2022	\$1,842.00
00028592	H4340	STEVENS NGUYEN	10/01/2022	\$1,747.00
00028593	H00262	TAI ANH NGUYEN	10/01/2022	\$1,606.00
00028594	H3317	TAM N NGUYEN	10/01/2022	\$1,447.00
00028595	H00348	TAM-TRUNG NGUYEN	10/01/2022	\$1,404.00
00028596	H3373	THAI DUC NGUYEN	10/01/2022	\$2,832.00
00028597	H4586	THANG XUAN NGUYEN	10/01/2022	\$1,046.00
00028598	H00059	THANH-HAI NGUYEN	10/01/2022	\$1,418.00
00028599	H3978	THANH-LE NGUYEN	10/01/2022	\$1,653.00
00028600	H3313	THANH-NHAN NGUYEN	10/01/2022	\$1,210.00
00028601	H00281	THIEN NGUYEN	10/01/2022	\$1,480.00
00028602	H00239	THIEU KIM NGUYEN	10/01/2022	\$1,751.00
00028603	H3755	THINH QUOC NGUYEN	10/01/2022	\$840.00
00028604	H4749	THOMAS NGUYEN	10/01/2022	\$2,434.00
00028605	H4734	THU-DUNG TRAN NGUYEN	10/01/2022	\$1,492.00

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00028606	H1302	THUY NGUYEN	10/01/2022	\$893.00
00028607	H4772	THUY NGUYEN	10/01/2022	\$2,390.00
00028608	H3331	THUYHUONG THI NGUYEN	10/01/2022	\$1,330.00
00028609	H9045	TIEP NGUYEN	10/01/2022	\$1,941.00
00028610	H00046	TIM NGUYEN	10/01/2022	\$1,500.00
00028611	H2473	TIMMY NGUYEN	10/01/2022	\$3,031.00
00028612	H00126	TOM NGUYEN	10/01/2022	\$1,509.00
00028613	H4349	TRACY TRUC NGUYEN	10/01/2022	\$1,065.00
00028614	H4805	TRAM ANH NGUYEN	10/01/2022	\$1,543.00
00028615	H4636	TRANG NGUYEN	10/01/2022	\$2,045.00
00028616	H3469	TUAN HOANG NGUYEN	10/01/2022	\$1,807.00
00028617	H4243	TUAN NGOC NGUYEN	10/01/2022	\$1,763.00
00028618	H3737	TUNG QUOC NGUYEN	10/01/2022	\$2,610.00
00028619	H4643	TUYET MAI NGUYEN	10/01/2022	\$1,144.00
00028620	H1937	TUYET TRINH NGUYEN	10/01/2022	\$1,565.00
00028621	H4166	TUYET TRINH NGUYEN	10/01/2022	\$1,746.00
00028622	H4766	UYEN NGUYEN	10/01/2022	\$1,407.00
00028623	H3655	VAN HUY NGUYEN	10/01/2022	\$1,864.00
00028624	H4570	VIVIAN NGUYEN	10/01/2022	\$622.00
00028625	H4755	NGUYEN, VY & THI	10/01/2022	\$1,580.00
00028626	H4630	YVONNE QUYEN NGUYEN	10/01/2022	\$1,735.00
00028627	H2501	CANG NGUYEN	10/01/2022	\$1,474.00
00028628	H2550	CUONG CHI NGUYEN	10/01/2022	\$6,074.00
00028629	H2337	DUNG VAN NGUYEN	10/01/2022	\$1,212.00
00028630	H3012	HAN NGUYEN	10/01/2022	\$1,003.00
00028631	H1766	HUNG C NGUYEN	10/01/2022	\$1,725.00
00028632	H3061	HUY NGUYEN	10/01/2022	\$2,623.00
00028633	H2956	JAMES NGUYEN	10/01/2022	\$1,291.00
00028634	H1552	LAN PHUONG THI NGUYEN	10/01/2022	\$2,299.00
00028635	H2409	LAN-NGOC NGUYEN	10/01/2022	\$1,423.00
00028636	H3086	LANI LAN T NGUYEN	10/01/2022	\$1,146.00
00028637	H2812	MINH NGOC NGUYEN	10/01/2022	\$1,625.00
00028638	H2511	PERRY NGUYEN	10/01/2022	\$1,191.00
00028639	H2610	THANH-TUYEN NGUYEN	10/01/2022	\$1,241.00

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00028640	H2479	THINH THI NGUYEN	10/01/2022	\$7,327.00
00028641	H2561	TIFFANY NGUYEN	10/01/2022	\$3,210.00
00028642	H2912	XUAN YEN NGUYEN	10/01/2022	\$1,205.00
00028643	H3802	DIANA NGUYEN-THIEN-NH	10/01/2022	\$2,039.00
00028644	H00218	NH SEABREEZE LLC	10/01/2022	\$2,816.00
00028645	H00168	NNT PROPERTIES 4 LLC	10/01/2022	\$1,818.00
00028646	H00029	NOGAL FELIZ APARTMENTS	10/01/2022	\$1,970.00
00028647	H3952	NORMANDY APARTMENTS, LLC	10/01/2022	\$1,124.00
00028648	H00198	NOVAVILLE LLC	10/01/2022	\$5,628.00
00028649	H00197	NUTWOOD EAST APARTMENTS LLC	10/01/2022	\$1,317.00
00028650	H4597	JOHN OMDAHL	10/01/2022	\$1,850.00
00028651	H00158	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	10/01/2022	\$1,760.00
00028652	H00160	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	10/01/2022	\$800.00
00028653	H00161	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	10/01/2022	\$1,717.00
00028654	H00162	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	10/01/2022	\$3,952.00
00028655	H00163	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	10/01/2022	\$11,830.00
00028656	H00164	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	10/01/2022	\$8,678.00
00028657	H1622	ORANGE TREE APTS	10/01/2022	\$16,233.00
00028658	H4761	ORRWAY APTS HOMES, LLC	10/01/2022	\$470.00
00028659	H00345	STEVE ORTLOFF	10/01/2022	\$2,558.00
00028660	H2516	SUIKO OZAKI	10/01/2022	\$1,528.00
00028661	H4495	P & J PROPERTY MANAGEMENT	10/01/2022	\$3,120.00
00028662	H1776	BRADRAKUMAR L PAHU	10/01/2022	\$2,708.00
00028663	H1328	PALM ISLAND	10/01/2022	\$11,349.00
00028664	H4477	PARISIAN APARTMENTS, LP	10/01/2022	\$1,456.00
00028665	H00296	A CA LP PARK CITY APARTMENTS	10/01/2022	\$2,090.00
00028666	H4487	PARK LANDING APARTMENTS	10/01/2022	\$2,160.00
00028667	H0254	PARK STANTON PLACE LP	10/01/2022	\$9,911.00
00028668	H4307	JIN PARK	10/01/2022	\$1,750.00
00028669	H8794	PATEL DILIP M	10/01/2022	\$6,478.00

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00028670	H3249	SMITA DIPAK PATEL	10/01/2022	\$1,088.00
00028671	H00362	PAWN TO QUEEN LLC	10/01/2022	\$689.00
00028672	H3111	PELICAN INVESTMENTS #6, LLC	10/01/2022	\$2,756.00
00028673	H4370	PELICAN INVESTMENTS #8, LLC	10/01/2022	\$1,555.00
00028674	H3544	PELICAN INVESTMENTS, LLC	10/01/2022	\$254.00
00028675	H00222	AGNES PHAM	10/01/2022	\$1,639.00
00028676	H4176	BINH Q PHAM	10/01/2022	\$1,640.00
00028677	H4210	CAROLINE PHAM	10/01/2022	\$2,674.00
00028678	H3408	CHIEN DINH PHAM	10/01/2022	\$1,615.00
00028679	H1651	DAVID DUNG PHAM	10/01/2022	\$1,137.00
00028680	H9709	DAVID LINH PHAM	10/01/2022	\$2,486.00
00028681	H4398	DUNG TIEN PHAM	10/01/2022	\$1,551.00
00028682	H3912	HIEU PHAM	10/01/2022	\$2,300.00
00028683	H1080	HOANG PHAM	10/01/2022	\$4,277.00
00028684	H00357	HONG V PHAM	10/01/2022	\$2,011.00
00028685	H1971	KHANH CONG PHAM	10/01/2022	\$1,762.00
00028686	H1117	LUCY PHAM, KIM ANH OR PHAM	10/01/2022	\$3,776.00
00028687	H0788	LAN VAN PHAM	10/01/2022	\$2,927.00
00028688	H4095	LIEN PHAM	10/01/2022	\$1,490.00
00028689	H00089	LILY H PHAM	10/01/2022	\$1,062.00
00028690	H2243	MINH VAN PHAM	10/01/2022	\$1,854.00
00028691	H4033	NGHIA PHAM	10/01/2022	\$1,640.00
00028692	H4724	NHAC T PHAM	10/01/2022	\$1,501.00
00028693	H4683	PAULINE TRAM PHAM	10/01/2022	\$1,739.00
00028694	H3773	PHUONG T PHAM	10/01/2022	\$1,372.00
00028695	H4501	QUYNH GIAO PHAM	10/01/2022	\$1,989.00
00028696	H3786	QUYNH-ANH HOANG PHAM	10/01/2022	\$1,861.00
00028697	H4213	SON THAI PHAM	10/01/2022	\$2,702.00
00028698	H00275	TAM T PHAM	10/01/2022	\$1,648.00
00028699	H2255	TIM PHAM	10/01/2022	\$3,083.00
00028700	H4651	TRANG PHAM	10/01/2022	\$4,171.00
00028701	H2065	TRI PHAM	10/01/2022	\$2,127.00
00028702	H4593	TRUONG TAI PHAM	10/01/2022	\$2,126.00
00028703	H4105	TUAN A PHAM	10/01/2022	\$1,626.00

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00028704	H4537	TUAN A PHAM	10/01/2022	\$1,917.00
00028705	H3880	VAN LOAN THI PHAM	10/01/2022	\$1,032.00
00028706	H4503	VERONIQUE PHAM	10/01/2022	\$1,670.00
00028707	H3967	VU PHAM	10/01/2022	\$1,502.00
00028708	H2328	XUANNHA T PHAM	10/01/2022	\$1,240.00
00028709	H0595	HAI MINH PHAM	10/01/2022	\$11,369.00
00028710	H1932	HELEN PHAM	10/01/2022	\$1,180.00
00028711	H1851	LOAN ANH THI PHAM	10/01/2022	\$1,502.00
00028712	H0651	QUANG PHAM	10/01/2022	\$1,643.00
00028713	H4685	KATHY PHAN	10/01/2022	\$3,725.00
00028714	H4188	OANH PHAN	10/01/2022	\$4,280.00
00028715	H4781	STEVEN PHAN	10/01/2022	\$1,338.00
00028716	H4408	TAMMY PHAN	10/01/2022	\$1,538.00
00028717	H3820	THANH T PHAN	10/01/2022	\$90.00
00028718	H3257	DON PHAN	10/01/2022	\$1,368.00
00028719	H1101	TOAN CONG PHAN	10/01/2022	\$1,110.00
00028720	H3698	ART S PHARN	10/01/2022	\$2,300.00
00028721	H00141	PHOENIX PREMIER LLC	10/01/2022	\$3,232.00
00028722	H2863	PINE TREE PROPERTY, LLC	10/01/2022	\$1,995.00
00028723	H3464	PINEMEADOWS APARTMENTS ATTEN: LEASING OFFICE	10/01/2022	\$1,559.00
00028724	H3505	PJP PROPERTIES, LLC	10/01/2022	\$1,509.00
00028725	H00231	PLATINUM TRI BLOC LLC	10/01/2022	\$1,713.00
00028726	H1493	PLAZA PATRIA COURT LTD	10/01/2022	\$1,417.00
00028727	H3769	PNB GREEN EXPANSION MGMT, LLC	10/01/2022	\$4,467.00
00028728	H4795	POST STERLING COURT, LP	10/01/2022	\$1,438.00
00028729	H3668	PRINCE NEW HORIZON VILLAGE	10/01/2022	\$3,908.00
00028730	H00194	QN INVESTMENT LLC	10/01/2022	\$15,323.00
00028731	H4306	SAN T QUACH	10/01/2022	\$1,393.00
00028732	H3994	DERRICK WILLIAM QUAN	10/01/2022	\$1,806.00
00028733	H4620	JEANNIE QUAN	10/01/2022	\$882.00
00028734	H4357	VAN-LAN QUAN	10/01/2022	\$4,672.00
00028735	H1448	GARY L QUINN	10/01/2022	\$795.00
00028736	H00169	RANCHO MONTEREY APARTMENTS	10/01/2022	\$4,801.00
00028737	H0978	RAVART PACIFIC, LP	10/01/2022	\$1,273.00

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00028738	H3808	RAVENWOOD PROPERTIES, LLC	10/01/2022	\$2,729.00
00028739	H4801	RBJ INVESTMENTS CORP	10/01/2022	\$1,334.00
00028740	H00285	REAL ESTATE SOURCE	10/01/2022	\$1,694.00
00028741	H3184	ROGER LEE REED	10/01/2022	\$2,858.00
00028742	H3573	REO INTERNATIONAL CORPORATION	10/01/2022	\$3,058.00
00028743	H4932	RAYMOND REYES	10/01/2022	\$931.00
00028744	H1100	ROBERTA APTS, LP	10/01/2022	\$2,453.00
00028745	H3186	ROCEL PROPERTIES MGMT INC	10/01/2022	\$1,372.00
00028746	H1303	ALBERT/PATRICIA RODRIGUEZ	10/01/2022	\$1,750.00
00028747	H00109	JESSE RODRIQUEZ	10/01/2022	\$1,214.00
00028748	H00266	BRADLEY A ROMSTEDT	10/01/2022	\$1,419.00
00028749	H3631	CHARLENE ROSSIGNOL	10/01/2022	\$1,162.00
00028750	H00128	RUSSELL REAL ESTATE LLC	10/01/2022	\$3,266.00
00028751	H00203	S & P PACIFIC PROPERTIES LLC	10/01/2022	\$5,434.00
00028752	H1149	MIHRAN SABUNJIAN	10/01/2022	\$11,576.00
00028753	H00246	SAGE PARK CA LP	10/01/2022	\$1,258.00
00028754	H00324	FARZANEH SAJADIEH	10/01/2022	\$3,526.00
00028755	H4231	SALSOL PROPERTIES, LLC	10/01/2022	\$1,353.00
00028756	H00305	SAN CARLOS	10/01/2022	\$5,071.00
00028757	H4681	SAN MARINO	10/01/2022	\$486.00
00028758	H00097	SAN MIGUEL APTS / SAN MIGUEL PROPERTIES LP	10/01/2022	\$1,353.00
00028759	H00174	CYNTHIA SANCHEZ	10/01/2022	\$1,085.00
00028760	H0858	PAT SARGENT	10/01/2022	\$1,508.00
00028761	H3340	JILL ANN SCHLEIFER	10/01/2022	\$3,338.00
00028762	H00187	SCOTT G JOE C/O PACIFIC TRUST MANAGEMENT	10/01/2022	\$1,111.00
00028763	H4485	SCWJ, LLC	10/01/2022	\$1,502.00
00028764	H3151	LISA & BRYAN SEO	10/01/2022	\$1,508.00
00028765	H4072	SERRANO WOODS, LP	10/01/2022	\$1,416.00
00028766	H00228	MARY E SHEN	10/01/2022	\$1,288.00
00028767	H00103	DAHNING SHIH	10/01/2022	\$1,812.00
00028768	H4546	MOLLY SHIH	10/01/2022	\$364.00
00028769	H3699	SHREEVES PROPERTIES, LLC	10/01/2022	\$5,291.00
00028770	H3779	IRV D SIGEL	10/01/2022	\$1,728.00
00028771	H4150	SILVER COVE APARTMENTS, LP	10/01/2022	\$2,926.00

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00028772	H4451	IRVIN SILVERSTEIN	10/01/2022	\$984.00
00028773	H1182	SINGING TREE	10/01/2022	\$1,475.00
00028774	H3459	BAY SIU	10/01/2022	\$1,506.00
00028775	H00293	SOBER SOLUTIONS	10/01/2022	\$2,100.00
00028776	H4778	SOC, LLC	10/01/2022	\$1,512.00
00028777	H00243	SOMMERVILLE CONZELMAN CO LP	10/01/2022	\$6,073.00
00028778	H00288	JENNIFER SON	10/01/2022	\$1,427.00
00028779	H00055	LLC SOUTHCOAST CAPITAL HOLDINGS	10/01/2022	\$1,084.00
00028780	H1686	JAMES SPEARS	10/01/2022	\$2,224.00
00028781	H00244	SPICY LIVING LLC	10/01/2022	\$3,544.00
00028782	H4145	SPRINGDALE STREET APARTMENTS	10/01/2022	\$2,752.00
00028783	H3835	SPRINGSIDE, LLC	10/01/2022	\$7,598.00
00028784	H00337	STANDARD HERITAGE ANAHEIM OWNER LP	10/01/2022	\$2,865.00
00028785	H4458	TRUST STANLEY A SIROTT	10/01/2022	\$1,734.00
00028786	H3038	STANTON GROUP THREE, LLC	10/01/2022	\$4,818.00
00028787	H4566	STANTON GROUP, LLC	10/01/2022	\$1,070.00
00028788	H1277	STEWART PROPERTIES	10/01/2022	\$1,209.00
00028789	H00142	PATRICIA J STEWART	10/01/2022	\$1,444.00
00028790	H0403	ERICA STIDHAM	10/01/2022	\$5,678.00
00028791	H00297	THUY NHIEU STRICKLAND	10/01/2022	\$1,818.00
00028792	H0359	STUART DRIVE/ROSE GARDEN APTS	10/01/2022	\$106,878.00
00028793	H1147	UN SU	10/01/2022	\$3,044.00
00028794	H2049	SUNGROVE SENIOR APTS	10/01/2022	\$25,252.00
00028795	H3805	SUNNYGATE, LLC	10/01/2022	\$12,967.00
00028796	H00108	SUNRISE APARTMENT HOMES	10/01/2022	\$2,748.00
00028797	H3766	SUNRISE VILLAGE PROPERTIES, LLC	10/01/2022	\$7,185.00
00028798	H00352	SURF CITY HOMES LLC	10/01/2022	\$845.00
00028799	H00230	SUWAPANG PATTUMMADITH C/O UTOPIA MANAGMENT	10/01/2022	\$1,449.00
00028800	H4484	EMILE J SWEIDA	10/01/2022	\$1,372.00
00028801	H00170	EVELYN SY	10/01/2022	\$1,750.00
00028802	H4543	SYCAMORE COURT APARTMENTS	10/01/2022	\$14,732.00
00028803	H4178	T AND G TRANG'S CREDIT TRUST UDT 5/1/02	10/01/2022	\$1,200.00
00028804	H4449	VINH TA	10/01/2022	\$1,195.00
00028805	H4081	ALI TAHAMI	10/01/2022	\$2,005.00

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00028806	H00094	TAMARACK WOODS A CALIFORNIA LP	10/01/2022	\$1,486.00
00028807	H3614	TAMERLANE APARTMENTS	10/01/2022	\$1,085.00
00028808	H2487	TAMERLANE ASSOCIATES, LLC	10/01/2022	\$2,539.00
00028809	H3432	ENLIANG T TANG	10/01/2022	\$1,582.00
00028810	H00268	TARA HILL APARTMENT	10/01/2022	\$2,043.00
00028811	H00229	TDDM INVESTMENTS CORP	10/01/2022	\$2,801.00
00028812	H3527	TDT WASHINGTON, LLC	10/01/2022	\$4,060.00
00028813	H4653	TH 12622 MORNINGSIDE, LLC	10/01/2022	\$1,144.00
00028814	H2875	HENRY THACH	10/01/2022	\$2,716.00
00028815	H4731	LYNN THAI	10/01/2022	\$1,417.00
00028816	H00185	JAI PAUL THAKUR	10/01/2022	\$1,209.00
00028817	H00076	THE ARBORS-LAKE FOREST OWNER LLC	10/01/2022	\$1,248.00
00028818	H00052	THE CAMBRIDGE	10/01/2022	\$3,869.00
00028819	H4391	THE FLORENTINE APTS	10/01/2022	\$1,948.00
00028820	H4759	THE KELVIN APARTMENTS	10/01/2022	\$1,963.00
00028821	H4390	THE MEDITERRANEAN APTS	10/01/2022	\$1,124.00
00028822	H4591	THE PALM GARDEN APTS LP	10/01/2022	\$1,347.00
00028823	H1007	THE ROSE GARDEN APTS	10/01/2022	\$14,000.00
00028824	H4633	THSW PARTNERS, LLC	10/01/2022	\$5,076.00
00028825	H3260	ANA MARIA THULSIRAJ	10/01/2022	\$1,180.00
00028826	H00053	TIC INVESTMENT COMPANY LLC	10/01/2022	\$3,917.00
00028827	H00062	TIC INVESTMENT COMPANY	10/01/2022	\$4,284.00
00028828	H4599	TIC INVESTMENT COMPANY, LLC	10/01/2022	\$1,524.00
00028829	H4600	TIC INVESTMENT COMPANY, LLC	10/01/2022	\$929.00
00028830	H00060	TIC INVESTMENT LLC	10/01/2022	\$786.00
00028831	H00308	TJAC-PI LLC	10/01/2022	\$5,386.00
00028832	H4494	TLHA DOTY, LLC	10/01/2022	\$2,623.00
00028833	H4219	TLHA PALM, LLC	10/01/2022	\$1,914.00
00028834	H00207	TN INVESTMENTS GROUP LLC	10/01/2022	\$1,559.00
00028835	H00334	TN INVESTMENTS GROUP LLC	10/01/2022	\$1,441.00
00028836	H3827	TN INVESTMENTS GROUP, LLC	10/01/2022	\$11,743.00
00028837	H3828	TN INVESTMENTS GROUP, LLC	10/01/2022	\$1,930.00
00028838	H3829	TN INVESTMENTS GROUP, LLC	10/01/2022	\$1,341.00
00028839	H3831	TN INVESTMENTS GROUP, LLC	10/01/2022	\$1,270.00

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00028840	H3939	TN INVESTMENTS PROPERTIES, LLC	10/01/2022	\$18,323.00
00028841	H4753	TNL PROPERTY, LLC	10/01/2022	\$2,508.00
00028842	H1212	KIMTRUNG THI TO	10/01/2022	\$1,581.00
00028843	H0855	VAN THU TO	10/01/2022	\$5,881.00
00028844	H4492	TOC TOC, LLC	10/01/2022	\$4,393.00
00028845	H00189	TRUSTEE TOMMY YING TUAN	10/01/2022	\$1,447.00
00028846	H1454	KHANH TON	10/01/2022	\$2,186.00
00028847	H3377	TAP THAT TON	10/01/2022	\$1,302.00
00028848	H3902	TOPADVANCED, LLC	10/01/2022	\$3,990.00
00028849	H00178	TR ENTERPRISE LLC	10/01/2022	\$2,798.00
00028850	H1789	TRAN'S APARTMENTS	10/01/2022	\$5,616.00
00028851	H4099	ANDREW TRAN	10/01/2022	\$1,986.00
00028852	H4407	ANDREW TRAN	10/01/2022	\$1,796.00
00028853	H7723	ANH TUYET T TRAN	10/01/2022	\$1,365.00
00028854	H4727	ANNA THI TRAN	10/01/2022	\$1,200.00
00028855	H4012	CATHY TRAN	10/01/2022	\$1,436.00
00028856	H00156	DAT DOAN TRAN	10/01/2022	\$1,166.00
00028857	H3577	EDWARD T TRAN	10/01/2022	\$1,252.00
00028858	H2027	FREDERICK M TRAN	10/01/2022	\$1,179.00
00028859	H00102	HELENA TRAN	10/01/2022	\$1,682.00
00028860	H3646	HENRY TRAN	10/01/2022	\$1,269.00
00028861	H1203	JACLYN TRAN, HIEP OR TRAN	10/01/2022	\$1,154.00
00028862	H3554	HO VAN TRAN	10/01/2022	\$6,311.00
00028863	H3896	HOA TRAN	10/01/2022	\$600.00
00028864	H00124	HUE THI DANG TRAN	10/01/2022	\$1,619.00
00028865	H3456	HUNG QUOC TRAN	10/01/2022	\$1,528.00
00028866	H00044	HUONG TRAN	10/01/2022	\$2,735.00
00028867	H00057	HUYEN TRAN	10/01/2022	\$908.00
00028868	H3403	JANE TRAN	10/01/2022	\$2,116.00
00028869	H4270	JIM DUC TRAN	10/01/2022	\$1,516.00
00028870	H4698	JOHNNY TRAN	10/01/2022	\$2,470.00
00028871	H4251	JOSEPH QUANG TRAN	10/01/2022	\$680.00
00028872	H4499	JOSEPHINE TRAN	10/01/2022	\$2,216.00
00028873	H00171	KENNY TRAN	10/01/2022	\$2,478.00

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00028874	H00195	KEVIN TRAN	10/01/2022	\$2,142.00
00028875	H4158	KEVIN THANH TRAN	10/01/2022	\$1,324.00
00028876	H00058	KIEU VAN TRAN	10/01/2022	\$2,074.00
00028877	H3517	KIM VAN TRAN	10/01/2022	\$3,382.00
00028878	H4276	LAY THI TRAN	10/01/2022	\$1,812.00
00028879	H4130	LOC H TRAN	10/01/2022	\$2,038.00
00028880	H4788	LONG QUOC TRAN	10/01/2022	\$1,274.00
00028881	H3775	LUCIA THUY TRAN	10/01/2022	\$1,055.00
00028882	H3442	MARY TRAN	10/01/2022	\$1,025.00
00028883	H4732	MINH TRAN	10/01/2022	\$1,602.00
00028884	H4059	MY T TRAN	10/01/2022	\$2,253.00
00028885	H4687	NGAN TRAN	10/01/2022	\$3,273.00
00028886	H3211	NGOC THI TRAN	10/01/2022	\$1,869.00
00028887	H4378	NHUT NGUYEN TRAN	10/01/2022	\$1,255.00
00028888	H3530	TAM ANH TRAN	10/01/2022	\$1,065.00
00028889	H4198	TAM MINH TRAN	10/01/2022	\$1,847.00
00028890	H3742	THERESA T TRAN	10/01/2022	\$761.00
00028891	H3744	THERESA T TRAN	10/01/2022	\$1,363.00
00028892	H4291	THONG TRAN	10/01/2022	\$1,073.00
00028893	H3371	THU HUONG THI TRAN	10/01/2022	\$839.00
00028894	H4394	TIM TRAN	10/01/2022	\$1,833.00
00028895	H4573	TINA TRAN	10/01/2022	\$1,960.00
00028896	H00025	TONY TRAN	10/01/2022	\$1,933.00
00028897	H00073	TRANG P TRAN	10/01/2022	\$1,074.00
00028898	H3709	TRI TRAN	10/01/2022	\$424.00
00028899	H4507	TRUNG H TRAN	10/01/2022	\$1,341.00
00028900	H3163	TRUYEN & HELEN TRAN	10/01/2022	\$2,178.00
00028901	H3220	TU TRAN	10/01/2022	\$1,620.00
00028902	H3253	VICTORIA TRAN	10/01/2022	\$1,641.00
00028903	H0386	BAU TRAN	10/01/2022	\$1,012.00
00028904	H3227	PAUL TUAN DUC TRAN	10/01/2022	\$1,615.00
00028905	H2712	PHUONG THUY TRAN	10/01/2022	\$759.00
00028906	H1903	THU-HANG TRAN	10/01/2022	\$5,286.00
00028907	H2776	TUAN HUY TRAN	10/01/2022	\$930.00

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00028908	H1166	TOM TRANG	10/01/2022	\$1,374.00
00028909	H4422	TRG FULLERTON AFFORDABLE, LP / VENTANA APARTMENTS	10/01/2022	\$694.00
00028910	H4136	HONG QUANG TRIEU	10/01/2022	\$1,433.00
00028911	H4266	NANCY TRIEU	10/01/2022	\$1,061.00
00028912	H2231	EMMA TRINH	10/01/2022	\$1,400.00
00028913	H3759	THANH-MAI TRINH	10/01/2022	\$2,761.00
00028914	H4356	TUAN TRINH	10/01/2022	\$1,724.00
00028915	H0536	TUNG XUAN TRINH	10/01/2022	\$1,601.00
00028916	H00351	TRIPLETS CASTLE LLC	10/01/2022	\$4,156.00
00028917	H3993	DUNG T TRUONG	10/01/2022	\$438.00
00028918	H00356	HOAN VU MINH TRUONG	10/01/2022	\$1,120.00
00028919	H00188	HUE AI TRUONG	10/01/2022	\$1,513.00
00028920	H00201	JOHN TRUONG	10/01/2022	\$1,228.00
00028921	H4780	KENNY N TRUONG	10/01/2022	\$2,497.00
00028922	H2729	QUYEN MY TRUONG	10/01/2022	\$1,328.00
00028923	H1813	CAROLINE TSAI	10/01/2022	\$3,716.00
00028924	H4445	YUNGLIN & SHU-MEI TSAO	10/01/2022	\$1,830.00
00028925	H00295	TSK BUSINESS LLC	10/01/2022	\$780.00
00028926	H3867	TU BI THIEN TAM	10/01/2022	\$1,285.00
00028927	H8168	TUDOR GROVE	10/01/2022	\$80,373.00
00028928	H4536	TUSTIN AFFORDABLE HOUSING	10/01/2022	\$3,138.00
00028929	H4030	TUSTIN SOUTHERN APTS - OFFICE	10/01/2022	\$1,456.00
00028930	H00215	ROGER TWEDT	10/01/2022	\$1,630.00
00028931	H9100	V W PROPERTY	10/01/2022	\$5,097.00
00028932	H1541	CONNIE VALDEZ	10/01/2022	\$1,267.00
00028933	H00361	VALLEY VIEW SENIOR APARTMENTS LLC	10/01/2022	\$32,220.00
00028934	H0814	MINH XUONG VAN	10/01/2022	\$618.00
00028935	H4661	RONALD VAN	10/01/2022	\$3,385.00
00028936	H2755	ARTURO ENRIQUEZ VAZQUEZ	10/01/2022	\$3,041.00
00028937	H4392	VERSAILLES APTS	10/01/2022	\$3,149.00
00028938	H4553	VINTAGE CANYON SR APTS	10/01/2022	\$1,050.00
00028939	H4625	VINTAGE FLAGSHIP, LLC	10/01/2022	\$2,818.00
00028940	H3689	VJ SURGICAL, LLC	10/01/2022	\$2,175.00

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00028941	H3628	VLE RENTAL, LLC	10/01/2022	\$7,431.00
00028942	H3132	HUNG MINH VO	10/01/2022	\$1,715.00
00028943	H4205	JEFF VO	10/01/2022	\$1,256.00
00028944	H2134	KHANH MAI VO	10/01/2022	\$6,384.00
00028945	H4531	LOAN VO	10/01/2022	\$1,906.00
00028946	H3938	LOC ANH VO	10/01/2022	\$1,185.00
00028947	H4787	MICKEY VO	10/01/2022	\$2,218.00
00028948	H1481	TINA NGA VOLE	10/01/2022	\$1,261.00
00028949	H3718	NIPA D VORA	10/01/2022	\$2,680.00
00028950	H3907	ANNIE VU	10/01/2022	\$1,266.00
00028951	H2123	DAT VU	10/01/2022	\$18,150.00
00028952	H00259	DIANA VU	10/01/2022	\$975.00
00028953	H4560	HOA VU	10/01/2022	\$1,341.00
00028954	H3918	HUAN VU	10/01/2022	\$1,230.00
00028955	H00206	JADE NGOC VU	10/01/2022	\$1,826.00
00028956	H00211	KHUAT VU	10/01/2022	\$1,944.00
00028957	H4657	KRYSTINA VU	10/01/2022	\$1,736.00
00028958	H4197	LEO M VU	10/01/2022	\$1,873.00
00028959	H4323	LINH DUY VU	10/01/2022	\$2,777.00
00028960	H00079	MICHELLE QUYNH HOA VU	10/01/2022	\$1,213.00
00028961	H4549	MINH VU	10/01/2022	\$1,099.00
00028962	H3760	NAM H VU	10/01/2022	\$1,284.00
00028963	H3274	PHUONG MINH VU	10/01/2022	\$1,169.00
00028964	H00306	SHAWN VU	10/01/2022	\$1,483.00
00028965	H00074	SU T VU	10/01/2022	\$1,986.00
00028966	H00249	SUONG N VU	10/01/2022	\$1,284.00
00028967	H3823	TAN DUY VU	10/01/2022	\$3,138.00
00028968	H2823	TRUNG QUOC VU	10/01/2022	\$1,095.00
00028969	H0883	TUONG MANH VU	10/01/2022	\$2,905.00
00028970	H3928	VIVIAN VU	10/01/2022	\$866.00
00028971	H4807	YEN T VU	10/01/2022	\$1,326.00
00028972	H00034	HAO DUC VUONG	10/01/2022	\$1,392.00
00028973	H00226	HOA THI VUONG	10/01/2022	\$2,715.00
00028974	H00313	KAITHLYN VUONG	10/01/2022	\$1,719.00

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00028975	H4278	PETER H VUONG	10/01/2022	\$1,145.00
00028976	H4642	DAVID WALD	10/01/2022	\$931.00
00028977	H9105	WALDEN APTS	10/01/2022	\$4,289.00
00028978	H1725	WALDEN GLEN APTS	10/01/2022	\$1,284.00
00028979	H4489	HO PONG WAN	10/01/2022	\$1,312.00
00028980	H2084	CHARLES WANG	10/01/2022	\$5,588.00
00028981	H2253	SUZY WANG	10/01/2022	\$3,509.00
00028982	H0867	IRVING WEISER	10/01/2022	\$2,048.00
00028983	H9106	WEISSER INVESTMENTS	10/01/2022	\$9,834.00
00028984	H4530	WESLEY VILLAGE APARTMENTS	10/01/2022	\$6,866.00
00028985	H0442	HENRY B WESSELN	10/01/2022	\$1,944.00
00028986	H1238	WESTCHESTER PARK, LP	10/01/2022	\$1,748.00
00028987	H00144	WESTERN NATIONAL EL DORADO PARTNERS LP	10/01/2022	\$1,268.00
00028988	H3468	WESTLAKE APARTMENTS, LLC	10/01/2022	\$8,260.00
00028989	H2684	WESTMINSTER HOUSING PARTNER, LP	10/01/2022	\$10,564.00
00028990	H2986	CINDY OR ED WICK	10/01/2022	\$914.00
00028991	H0029	WILLOWICK ROYAL	10/01/2022	\$522.00
00028992	H4424	WILSHIRE CREST	10/01/2022	\$950.00
00028993	H4523	WINDMILL APARTMENTS	10/01/2022	\$5,583.00
00028994	H4608	WINDWOOD GLEN APTS	10/01/2022	\$1,610.00
00028995	H9109	WINNIE INVESTMENT	10/01/2022	\$7,183.00
00028996	H3286	WINSTON PLACE, LLC	10/01/2022	\$1,188.00
00028997	H4232	WONDERFUL IDEA, LLC	10/01/2022	\$1,620.00
00028998	H5169	GIN O WONG	10/01/2022	\$6,655.00
00028999	H00138	PERRY WONG	10/01/2022	\$1,527.00
00029000	H3592	PHILLIP WONG	10/01/2022	\$2,228.00
00029001	H4709	WOODBRIIDGE VILLAS APARTMENT HOMES	10/01/2022	\$756.00
00029002	H4733	WOODBRIIDGE VILLAS PARTNERS	10/01/2022	\$1,230.00
00029003	H4762	WOODBRIIDGE WILLOWS	10/01/2022	\$3,907.00
00029004	H00184	XIAOLIN WU	10/01/2022	\$1,380.00
00029005	H0165	LEON SHU YAU	10/01/2022	\$1,301.00
00029006	H4806	JIYUN YEOM	10/01/2022	\$2,078.00
00029007	H00190	JAIMIE L YIANG	10/01/2022	\$1,508.00
00029008	H4168	HENRY H YOUNG	10/01/2022	\$1,773.00

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00029009	H4596	EUGENIA ZASLAVSKY	10/01/2022	\$4,437.00
00029010	H3730	GEORGE ZHAO	10/01/2022	\$1,509.00
00681899	H00260	2175 S MULLUL DRIVE LLC	10/01/2022	\$2,237.00
00681900	H00284	8550 COMMONWEALTH AVENUE LLC	10/01/2022	\$1,255.00
00681901	H4194	WILLIAM ADAMS	10/01/2022	\$1,150.00
00681902	H00238	ADVANCE GLOBAL ASSET GROUP INC	10/01/2022	\$1,516.00
00681903	H00248	ADVANCED GROUP 05-85 A CAL LTD PARTNERSHIP	10/01/2022	\$1,407.00
00681904	H4534	ALISO VIEJO 621, LP	10/01/2022	\$1,306.00
00681905	H00290	ALLEPHESIANS 1, LLC	10/01/2022	\$1,730.00
00681906	H2616	ANAHEIM REVITALIZATION II PART	10/01/2022	\$2,399.00
00681907	H4705	ANAHEIM REVITALIZATION IV PARTNERS, LP	10/01/2022	\$1,541.00
00681908	H4722	ANAHEIM REVITALIZATION PARTNERS III LP	10/01/2022	\$1,499.00
00681909	H00328	ARC EQUITIES LLC	10/01/2022	\$1,637.00
00681910	H7330	BAHIA VILLAGE MOBILEHOME PARK	10/01/2022	\$930.00
00681911	H00064	BEXAEW THE HAVENS LP	10/01/2022	\$934.00
00681912	H00070	BRIDGE WF CA CRYSTAL VIEW LP	10/01/2022	\$851.00
00681913	H0950	RICHARD BUI JR	10/01/2022	\$3,930.00
00681914	H00155	CRYSTAL BUI	10/01/2022	\$1,904.00
00681915	H3596	JIMMY QUOC BUI	10/01/2022	\$3,425.00
00681916	H4355	LAN HUYNH NGOC BUI	10/01/2022	\$1,068.00
00681917	H0432	PHAT BUI	10/01/2022	\$2,945.00
00681918	H1455	SON MINH BUI	10/01/2022	\$1,424.00
00681919	H4756	TAN H BUI	10/01/2022	\$1,460.00
00681920	H4238	TINH TIEN BUI	10/01/2022	\$1,910.00
00681921	H00130	BUNGALOWS	10/01/2022	\$1,806.00
00681922	H0289	RONALD CALKINS	10/01/2022	\$1,528.00
00681923	H00247	CASA LA VETA ASSOCIATES	10/01/2022	\$537.00
00681924	H00261	CASTILIAN A CA LP	10/01/2022	\$2,000.00
00681925	H9009	CHANTECLAIR APTS	10/01/2022	\$1,315.00
00681926	H00127	RICHARD N CHAO	10/01/2022	\$1,126.00
00681927	H2701	DAVID CHEN	10/01/2022	\$1,243.00
00681928	H4671	ROBERT CHRISTMAN	10/01/2022	\$2,061.00
00681929	H00358	ANH CHU	10/01/2022	\$3,212.00
00681930	H4617	MEI-LING CHU	10/01/2022	\$947.00

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00681931	H4773	CMIF III CORONADO PALMS, LLC	10/01/2022	\$1,432.00
00681932	H00227	CORDOVA A CA LP	10/01/2022	\$1,892.00
00681933	H00344	CORTESIA AT RANCHO SANTA MARGARITA	10/01/2022	\$2,596.00
00681934	H4380	CRESTWOOD ON 7, LLC	10/01/2022	\$2,560.00
00681935	H00072	KHANH DANG	10/01/2022	\$1,660.00
00681936	H0168	STACY HOA TUOI DANG	10/01/2022	\$1,540.00
00681937	H00106	HAROLD E DELONG	10/01/2022	\$1,311.00
00681938	H00323	NHI DIEP	10/01/2022	\$1,508.00
00681939	H4690	KIM-ANH T DINH	10/01/2022	\$2,618.00
00681940	H4533	MINH TAM DO	10/01/2022	\$1,372.00
00681941	H4693	THO DO	10/01/2022	\$2,742.00
00681942	H4222	THUAN DO	10/01/2022	\$1,338.00
00681943	H3422	DINH T DOAN	10/01/2022	\$1,039.00
00681944	H00043	MICHAEL DOAN	10/01/2022	\$1,206.00
00681945	H1395	HELMUT DONNER	10/01/2022	\$2,486.00
00681946	H4348	LAN DUONG	10/01/2022	\$1,412.00
00681947	H00346	EFTFTB LLC	10/01/2022	\$1,694.00
00681948	H4187	EL CAMINO LU, LLC	10/01/2022	\$1,641.00
00681949	H4016	ELDEN EAST APARTMENTS	10/01/2022	\$840.00
00681950	H3075	EMERALD GARDENS APT	10/01/2022	\$637.00
00681951	H5060	EUCLID PARK APTS	10/01/2022	\$1,508.00
00681952	H00236	FENWAY APTS	10/01/2022	\$1,516.00
00681953	H4813	FENWAY PROPERTIES	10/01/2022	\$1,430.00
00681954	H2768	DALE A FULLWOOD	10/01/2022	\$1,179.00
00681955	H4193	GROVE PARK, LLC	10/01/2022	\$3,977.00
00681956	H3218	KULJIT HARA	10/01/2022	\$1,141.00
00681957	H1979	STEVE HARA	10/01/2022	\$4,959.00
00681958	H00221	HAUPT PROPERTIES, LLC C/O DROUIN REALTY	10/01/2022	\$872.00
00681959	H4703	HERMOSA VILLAGE PHASE I HOUSING PARTNERS, LP	10/01/2022	\$1,595.00
00681960	H1873	JAMES HOANG	10/01/2022	\$1,283.00
00681961	H3022	NICK HOFFMAN	10/01/2022	\$3,714.00
00681962	H00355	HOYT REAL ESTATE INC	10/01/2022	\$4,433.00
00681963	H3140	CHONG WEI HUANG	10/01/2022	\$1,860.00
00681964	H00240	HUNTINGTON POINTE 2019 LP	10/01/2022	\$1,435.00

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00681965	H4810	DOANH HUYNH	10/01/2022	\$1,654.00
00681966	H3473	NATALIE N HUYNH	10/01/2022	\$1,359.00
00681967	H3095	TRANG HUYNH	10/01/2022	\$4,198.00
00681968	H00329	IHLLC HOLDINGS I LLC	10/01/2022	\$2,501.00
00681969	H00224	JAMES K SKEOCH DECEDENT'S TRUST	10/01/2022	\$1,559.00
00681970	H00265	JAMES R GRAHAM TRUST 1991	10/01/2022	\$1,645.00
00681971	H00254	STEPHEN JOHNSON	10/01/2022	\$1,562.00
00681972	H3109	LINDA JOHNSON	10/01/2022	\$1,576.00
00681973	H4584	JOON CHOI VDS APARTMENT LLC	10/01/2022	\$12,423.00
00681974	H4579	JOSEPH & KIM CORP	10/01/2022	\$1,877.00
00681975	H2641	KDF HERMOSA, LP	10/01/2022	\$4,622.00
00681976	H3083	KDF MALABAR, LP	10/01/2022	\$35,215.00
00681977	H2403	KDF SEA WIND, LP	10/01/2022	\$1,676.00
00681978	H00217	VI KIM	10/01/2022	\$1,650.00
00681979	H3683	WILLIAM KUNZMAN	10/01/2022	\$1,675.00
00681980	H00302	LA COSTA	10/01/2022	\$4,208.00
00681981	H00117	ANH T LAM	10/01/2022	\$927.00
00681982	H4284	LE FAMILY TRUST	10/01/2022	\$2,765.00
00681983	H1638	DON LE	10/01/2022	\$1,011.00
00681984	H3740	DONALD LE	10/01/2022	\$1,285.00
00681985	H1531	TRACEY LE	10/01/2022	\$1,420.00
00681986	H00360	TRAN-QUOC LE	10/01/2022	\$1,927.00
00681987	H1423	VIET Q LE	10/01/2022	\$1,309.00
00681988	H0298	YENNHI LE	10/01/2022	\$908.00
00681989	H4132	HOABINH LE-MUNZER	10/01/2022	\$567.00
00681990	H00223	LAWRENCE B LEBLANC	10/01/2022	\$11,675.00
00681991	H4694	DOUG LEONG	10/01/2022	\$1,263.00
00681992	H0216	ALICE LIAO	10/01/2022	\$2,919.00
00681993	H00066	DAVID A LO	10/01/2022	\$1,680.00
00681994	H4765	MAI LUONG	10/01/2022	\$3,357.00
00681995	H4820	VIVIAN Q LUU	10/01/2022	\$1,883.00
00681996	H0958	WILLIAM T MACDONALD	10/01/2022	\$4,136.00
00681997	H00132	DAVID E MADJE	10/01/2022	\$12,898.00
00681998	H1188	LARRY MAH	10/01/2022	\$1,030.00

CITY OF GARDEN GROVE
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00681999	H2333	HANH T MAI-NGUYEN	10/01/2022	\$1,462.00
00682000	H1861	TERRY MAMMEN	10/01/2022	\$4,818.00
00682001	H3101	SUPUNNEE MANNIL	10/01/2022	\$1,261.00
00682002	H4675	ZHIYAN MAO	10/01/2022	\$2,731.00
00682003	H00204	MARTIN INVESTMENT PROPERTIES INC	10/01/2022	\$1,435.00
00682004	H00279	ODETTE MIKHAIL	10/01/2022	\$1,715.00
00682005	H3043	MONARK, LP	10/01/2022	\$5,749.00
00682006	H0780	MONTEJO APARTMENTS	10/01/2022	\$1,962.00
00682007	H00353	MONTICELLO PROPERTY MANAGEMENT	10/01/2022	\$2,132.00
00682008	H00350	JEFFREY MULLEN	10/01/2022	\$838.00
00682009	H00235	NEWLAND GARDEN APARTMENTS LP	10/01/2022	\$1,170.00
00682010	H00274	NEWPORT HOUSING PARTNERS LP	10/01/2022	\$1,742.00
00682011	H00152	BRIGHTON QUOCSI NGO	10/01/2022	\$1,317.00
00682012	H2386	MARY NGO	10/01/2022	\$5,488.00
00682013	H00114	AN NGUYEN	10/01/2022	\$506.00
00682014	H1184	BICHLE T NGUYEN	10/01/2022	\$4,225.00
00682015	H3176	BOYCE JR NGUYEN	10/01/2022	\$2,450.00
00682016	H00339	CHIEU-ANH NGUYEN	10/01/2022	\$1,474.00
00682017	H00270	HAIHA NGUYEN	10/01/2022	\$1,527.00
00682018	H2192	HOC VAN NGUYEN	10/01/2022	\$1,930.00
00682019	H4623	LINDA MAI NGUYEN	10/01/2022	\$1,496.00
00682020	H4473	MAI NGUYEN	10/01/2022	\$725.00
00682021	H00271	MINDY NGUYEN	10/01/2022	\$1,882.00
00682022	H00175	NAM V NGUYEN	10/01/2022	\$1,271.00
00682023	H4061	NGUYEN, NICOLE U	10/01/2022	\$846.00
00682024	H4728	QUOC KIM NGUYEN	10/01/2022	\$1,654.00
00682025	H4529	STEVEN NGUYEN	10/01/2022	\$987.00
00682026	H9044	THANH VAN NGUYEN	10/01/2022	\$4,780.00
00682027	H4682	THUY T NGUYEN	10/01/2022	\$1,301.00
00682028	H00086	TRINH NGUYEN	10/01/2022	\$2,110.00
00682029	H00332	TUAN NGUYEN	10/01/2022	\$1,595.00
00682030	H3103	NICOLE UYEN NGUYEN	10/01/2022	\$480.00
00682031	H2879	PAULINE KIMPHUNG NGUYEN	10/01/2022	\$4,518.00
00682032	H2526	SHERRY LIEU NGUYEN	10/01/2022	\$1,606.00

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00682033	H1027	TON SANH NGUYEN	10/01/2022	\$1,321.00
00682034	H3114	TRACY NGUYEN	10/01/2022	\$273.00
00682035	H2699	THUY-TIEN NGUYEN-TU	10/01/2022	\$1,173.00
00682036	H3404	NORTHWOOD PLACE	10/01/2022	\$4,545.00
00682037	H00212	OCEAN BREEZE VILLAS	10/01/2022	\$2,641.00
00682038	H00041	OLIVIA THANH CAPITALS LLC	10/01/2022	\$2,397.00
00682039	H00291	PALM ISLAND SENIOR APARTMENTS	10/01/2022	\$1,862.00
00682040	H4644	PALMA VISTA APTS, LLC	10/01/2022	\$1,495.00
00682041	H00193	PARK RIDGE ENTERPRISE LP	10/01/2022	\$1,379.00
00682042	H2739	CHONG PIL PARK	10/01/2022	\$1,332.00
00682043	H4351	PAVILION PARK SENIOR 1 HOUSING PARTNERS, LP	10/01/2022	\$1,748.00
00682044	H4582	ANH THI PHAM	10/01/2022	\$1,684.00
00682045	H4800	DAVID VU PHAM	10/01/2022	\$1,657.00
00682046	H00150	DON PHU PHAM	10/01/2022	\$2,238.00
00682047	H00330	HUNG T PHAM	10/01/2022	\$1,918.00
00682048	H00182	JULIE NGOC PHAM	10/01/2022	\$1,218.00
00682049	H3817	QUYEN PHAM	10/01/2022	\$1,346.00
00682050	H1049	TUNG PHAM	10/01/2022	\$1,944.00
00682051	H00349	HARRISON PHAN	10/01/2022	\$1,450.00
00682052	H4786	HUNG PHAN	10/01/2022	\$2,050.00
00682053	H00303	JENNIFER PHAN	10/01/2022	\$1,346.00
00682054	H00232	WILSON M PHAN	10/01/2022	\$1,470.00
00682055	H00225	VICKY T PHAN-VO	10/01/2022	\$1,428.00
00682056	H00316	PINES APARTMENTS	10/01/2022	\$2,150.00
00682057	H4509	PLAZA WOODS, LLC	10/01/2022	\$5,117.00
00682058	H4535	PORTOLA IRVINE, LP ANTON PORTOLA APARTMENTS	10/01/2022	\$1,748.00
00682059	H00320	PRALLE AND CASE NO. 2 LP	10/01/2022	\$1,559.00
00682060	H00335	RAINTREE BROOKS LP	10/01/2022	\$1,782.00
00682061	H3801	RANCHO ALISAL	10/01/2022	\$1,821.00
00682062	H4353	RAYMOND AND LYNN RUAIS	10/01/2022	\$893.00
00682063	H00283	SANTA ANA HOUSING AUTHORITY	10/01/2022	\$9,002.98
00682064	H00325	SAVANNA BANANA LLC	10/01/2022	\$1,500.00
00682065	H3488	CELESTE SCHWERMANN	10/01/2022	\$1,150.00
00682066	H00322	SEA WIND 2016 LP	10/01/2022	\$569.00

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00682067	H00317	SEQUOIA EQUITIES HIDDEN HILLS	10/01/2022	\$1,448.00
00682068	H4241	SILO NORTHEAST, LLC	10/01/2022	\$3,257.00
00682069	H4811	STONECREST POINT APTS	10/01/2022	\$896.00
00682070	H4590	CATHY TA	10/01/2022	\$2,875.00
00682071	H00147	DANNY HOANG TA	10/01/2022	\$1,694.00
00682072	H00342	TDT BUSHARD, LLC	10/01/2022	\$866.00
00682073	H4409	TERESINA APARTMENTS	10/01/2022	\$1,186.00
00682074	H00113	THE HUNTINGTON PARTNERSHIP	10/01/2022	\$1,683.00
00682075	H00087	THE RETREAT AT MIDWAY CITY (WSH MANAGEMENT)	10/01/2022	\$8,172.00
00682076	H1959	THOMSON EQUITIES	10/01/2022	\$1,335.00
00682077	H6710	THOMSON EQUITIES	10/01/2022	\$1,409.00
00682078	H4720	TIC INVESTMENT COMPANY, LLC	10/01/2022	\$2,450.00
00682079	H4726	TIC INVESTMENT COMPANY, LLC	10/01/2022	\$8,704.00
00682080	H00257	TKN DBA GROVESIDE LLC	10/01/2022	\$1,434.00
00682081	H00343	TOMMY LEE & TIFFANY THUY PHAM	10/01/2022	\$1,313.00
00682082	H4616	VINH THAT TON	10/01/2022	\$2,395.00
00682083	H00075	IVY TONNU-MIHARA	10/01/2022	\$1,346.00
00682084	H00331	ANTHONY P TRAN	10/01/2022	\$899.00
00682085	H4688	ERIC TRAN	10/01/2022	\$726.00
00682086	H3686	LIEN KIM TRAN-NGUYEN	10/01/2022	\$1,053.00
00682087	H00273	TRIDER CORPORATION	10/01/2022	\$1,098.00
00682088	H4493	TRANG N TRINH	10/01/2022	\$1,153.00
00682089	H00056	LUCKY LUC TRUONG	10/01/2022	\$1,225.00
00682090	H2187	THUAN BICH TRUONG	10/01/2022	\$1,508.00
00682091	H2335	THUAN BICH TRUONG	10/01/2022	\$3,842.00
00682092	H2410	SON BICH TRUONG	10/01/2022	\$1,523.00
00682093	H0146	ANGELO S TURI	10/01/2022	\$2,709.00
00682094	H00338	UDR THE RESIDENCES AT BELLA TERRA	10/01/2022	\$1,910.00
00682095	H00199	LISA TO VAN	10/01/2022	\$1,417.00
00682096	H2982	MARCO VELASTEGUI	10/01/2022	\$1,449.00
00682097	H3943	VILLA CAPRI ESTATES	10/01/2022	\$2,077.00
00682098	H2717	THUA VINH	10/01/2022	\$981.00
00682099	H4662	VISTA DEL SOL APARTMENTS	10/01/2022	\$1,501.00
00682100	H9103	VISTA DEL SOL APTS	10/01/2022	\$1,375.00

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00682101	H1723	KIMCHI VO	10/01/2022	\$1,860.00
00682102	H3476	TIN TRUNG VO	10/01/2022	\$1,502.00
00682103	H1805	VPM BRIDGES APTS	10/01/2022	\$273.00
00682104	H3637	VPM MANAGEMENT	10/01/2022	\$1,242.00
00682105	H3088	VPM SHER LANE, LP	10/01/2022	\$2,497.00
00682106	H00065	HUNG TRONG VU	10/01/2022	\$1,727.00
00682107	H00146	LONG DUC VU	10/01/2022	\$1,235.00
00682108	H2900	DANNY VU	10/01/2022	\$1,765.00
00682109	H00359	JIA PEIR WANG	10/01/2022	\$2,374.00
00682110	H0719	NEIL E WEST	10/01/2022	\$1,274.00
00682111	H1934	WINDSOR-DAWSON, LP	10/01/2022	\$4,816.00
00682112	H3429	WINDWOOD KNOLL APARTMENTS	10/01/2022	\$4,377.00
00682113	H00118	WOODBRIIDGE APARTMENTS	10/01/2022	\$1,965.00
00682114	H3506	WOODBURY SQUARE	10/01/2022	\$1,650.00
00682115	H00333	YORBA LINDA ALTRUDY LP	10/01/2022	\$1,008.00
			EFT:	1,013 \$3,104,201.43
			Check:	217 \$487,882.98
			Total:	1,230 \$3,592,084.41



City of Garden Grove
Certificate of Warrants
Register Dates:
10/05/2022

This is to certify the demands covered by Wire numbers 00001281 through 00001288, EFT numbers 00029011 through 00029048, and check numbers 00682116 through 00682219 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: Check 682170 has been voided

A handwritten signature in blue ink, appearing to read 'Patricia Song', written over a horizontal line.

Finance Director
Patricia Song

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AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00001281	V00789	SO CALIF EDISON CO	10/05/2022	\$135,615.19
00001282	V00789	SO CALIF EDISON CO	10/05/2022	(\$438,304.27)
00001283	V00789	SO CALIF EDISON CO	10/05/2022	\$5,010.53
00001284	V00789	SO CALIF EDISON CO	10/05/2022	\$8,618.63
00001285	V00789	SO CALIF EDISON CO	10/05/2022	\$9,469.50
00001286	V00789	SO CALIF EDISON CO	10/05/2022	\$8,610.31
00001287	V00789	SO CALIF EDISON CO	10/05/2022	\$251,337.49
00001288	V00789	SO CALIF EDISON CO	10/05/2022	\$392,592.73
00029011	V01479	AMAZON WEB SERVICES, INC	10/05/2022	\$241.00
00029012	V02886	AMERICAN TRUCK & TOOL RENTALS, INC	10/05/2022	\$2,187.75
00029013	V00224	CDW-GOVERNMENT, INC	10/05/2022	\$807.58
00029014	V02708	CHC: CREATING HEALTHIER COMMUNITIES	10/05/2022	\$45.00
00029015	V02754	E-PLAN, INC.	10/05/2022	\$19,130.13
00029016	V00376	FERNANDEZ, ANTHONY JORDAN	10/05/2022	\$955.50
00029017	V02242	GANNETT FLEMING, INC.	10/05/2022	\$2,625.00
00029018	OTV000879	GARDEN GROVE POLICE ASSOCIATION	10/05/2022	\$16,387.60
00029019	V02707	GARDEN GROVE POLICE ASSOCIATION PAC	10/05/2022	\$3,534.20
00029020	V01189	GOVERNMENTJOBS COM, INC	10/05/2022	\$29,196.00
00029021	V00218	GRAINGER	10/05/2022	\$1,796.83
00029022	V00243	INDOFF, INC	10/05/2022	\$58,647.52
00029023	V01816	INTERNATIONAL RIGHT OF WAY ASSOCIATION	10/05/2022	\$1,510.00
00029024	V00716	INTERVAL HOUSE	10/05/2022	\$34,984.00
00029025	V03051	J AND B PLUS4 CORPORATION	10/05/2022	\$5,501.25
00029026	V00283	JIG CONSULTANTS	10/05/2022	\$5,793.00
00029027	V01286	JTB SUPPLY CO, INC	10/05/2022	\$3,058.05
00029028	V02883	INC. MOTION & FLOW CONTROL PRODUCTS	10/05/2022	\$166.46
00029029	V02205	OCAPICA	10/05/2022	\$5,642.30
00029030	V00747	OCEAN BLUE ENVIRONMENTAL SERVICES, INC	10/05/2022	\$2,739.97
00029031	V02706	ORANGE COUNTY EMPLOYEES ASSOCIATION	10/05/2022	\$3,484.09
00029032	V00136	ORANGE COUNTY WELDING, INC	10/05/2022	\$3,794.81
00029033	V00210	PEST OPTIONS, INC	10/05/2022	\$1,905.00
00029034	V00425	PETDATA	10/05/2022	\$2,317.20
00029035	V02862	PRESCIENCE CORPORATION	10/05/2022	\$18,988.80

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00029036	V02459	PROFESSIONAL CREDIT	10/05/2022	\$1,036.00
00029037	V03020	PROJECT FINANCE ADVISORY LIMITED	10/05/2022	\$59,687.18
00029038	V00771	PYRO-COMM SYSTEMS, INC	10/05/2022	\$135.00
00029039	V03077	RESILIO INC.	10/05/2022	\$13,308.75
00029040	V02930	SHAW HR CONSULTING, INC.	10/05/2022	\$3,239.32
00029041	V02950	SHELTER PROVIDERS OF ORANGE COUNTY, INC	10/05/2022	\$2,800.00
00029042	V00491	SHIELDS, HARPER & CO.	10/05/2022	\$1,954.80
00029043	V02967	SIERRA ANALYTICAL LABS, INC	10/05/2022	\$2,675.00
00029044	V00384	STOMMEL, INC	10/05/2022	\$630.00
00029045	V02539	THE SOLIS GROUP	10/05/2022	\$2,453.00
00029046	V03056	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS, INC.	10/05/2022	\$3,072.00
00029047	V00828	WEST COAST SAND & GRAVEL	10/05/2022	\$755.77
00029048	V02089	SHANNON WAINWRIGHT	10/05/2022	\$553.85
00682116	V00280	ACA COMPLIANCE SERVICES, INC	10/05/2022	\$1,144.00
00682117	V00635	ALL CITY MANAGEMENT SERVICES, INC	10/05/2022	\$12,079.80
00682118	V01324	ALLIED NETWORK SOLUTIONS, INC	10/05/2022	\$4,330.00
00682119	V01700	ANDERSEN'S DOOR SERVICE	10/05/2022	\$370.00
00682120	V00647	ANTHONY BIRMINGHAM WINDOW CLEANING	10/05/2022	\$1,660.00
00682121	V02328	APPLEONE EMPLOYMENT SERVICES	10/05/2022	\$2,291.88
00682122	V00641	AQUA-METRIC SALES CO	10/05/2022	\$33,111.04
00682123	V03021	ARDURRA GROUP, INC.	10/05/2022	\$33,154.00
00682124	V00599	ARROW TOOLS FASTENERS & SAW, INC	10/05/2022	\$52.27
00682125	OTV002324	ATI RESTORATION LLC	10/05/2022	\$1,000.00
00682126	V00645	BARR AND CLARK, INC	10/05/2022	\$2,200.00
00682127	V00150	BILL'S SOUND & SECURITY	10/05/2022	\$480.00
00682128	V00649	BROWNELLS, INC	10/05/2022	\$233.16
00682129	V01038	BRUCE HALL LAND SURVEYOR, INC	10/05/2022	\$1,710.00
00682130	V01494	C G LANDSCAPE, INC	10/05/2022	\$1,495.13
00682131	V00655	C WELLS PIPELINE MATERIALS, INC	10/05/2022	\$2,431.65
00682132	V01101	CAHA	10/05/2022	\$900.00
00682133	V00176	CALIBER BODYWORKS, INC	10/05/2022	\$1,232.94
00682134	V01861	CITY OF BREA ADMINISTRATIVE SERVICES	10/05/2022	\$62,558.10
00682135	V00654	CLEA CALIF LAW ENFORCEMENT ASSOC	10/05/2022	\$3,696.75

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00682136	V00579	COASTLINE EQUIPMENT	10/05/2022	\$991.53
00682137	V00666	COMMUNITY VETERINARY HOSPITAL INC	10/05/2022	\$2,660.00
00682138	V00667	CONTINENTAL CONCRETE CUTTING	10/05/2022	\$3,780.00
00682139	V01134	COUNTY OF ORANGE TREAS REV RECOVERY-A/R UNIT	10/05/2022	\$65,858.54
00682140	V00537	DANIELS TIRE SERVICE	10/05/2022	\$583.03
00682141	V00481	DATA TICKET, INC	10/05/2022	\$169.89
00682142	V02871	DBS ADMINISTRATORS, INC.	10/05/2022	\$5,851.20
00682143	V01222	DIVISION OF THE STATE ARCHITECT	10/05/2022	\$1,523.60
00682144	OTV002320	CAROLE DUNCAN	10/05/2022	\$643.88
00682145	V00174	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC	10/05/2022	\$20,216.60
00682146	OTV002322	ENVETCO	10/05/2022	\$1,000.00
00682147	V00336	EXCLUSIVE AUTO DETAIL	10/05/2022	\$462.00
00682148	V00233	FACTORY MOTOR PARTS CO BIN 139107	10/05/2022	\$1,043.16
00682149	V00623	FAIR HOUSING FOUNDATION	10/05/2022	\$2,789.18
00682150	V00829	FERGUSON ENTERPRISES, INC 1350	10/05/2022	\$28,737.97
00682151	V00009	FORENSIC NURSE SPECIALISTS, INC	10/05/2022	\$2,500.00
00682152	V02257	FRANCHISE TAX BOARD	10/05/2022	\$75.00
00682153	V00054	GALLS LLC	10/05/2022	\$6,349.69
00682154	V02623	HAMILTON DO	10/05/2022	\$1,000.00
00682155	V00708	HARBOR POINTE A/C & CONTROL SYSTEMS, INC	10/05/2022	\$2,915.95
00682156	V00711	HILL'S BROS LOCK & SAFE, INC	10/05/2022	\$213.47
00682157	V00710	HILLCO FASTENER WAREHOUSE	10/05/2022	\$10.47
00682158	OTV002323	MYVAN HUA	10/05/2022	\$2,000.00
00682159	V00717	J & M SERVICE, INC	10/05/2022	\$250.50
00682160	V00402	LEXISNEXIS RISK SOLUTIONS ACCOUNT #1008503	10/05/2022	\$200.75
00682161	V00610	LT PROPERTIES	10/05/2022	\$18,945.00
00682162	V00321	DAWNA LUDWIG	10/05/2022	\$642.40
00682163	V01411	MAGNUM OIL SPREADING, INC	10/05/2022	\$1,372.32
00682164	V00634	MAYFLOWER DISTRIBUTING COMPANY, INC.	10/05/2022	\$79.76
00682165	V01570	MEEDER PUBLIC FUNDS, INC	10/05/2022	\$6,000.00
00682166	V00557	NATIONAL CONSTRUCTION RENTALS	10/05/2022	\$1,226.81
00682167	OTV002321	THANG NGUYEN	10/05/2022	\$15.50
00682168	V00743	NIKKI'S FLAG SHOP	10/05/2022	\$532.06

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00682169	V00459	O'REILLY AUTO PARTS	10/05/2022	\$3,149.50
00682171	V00209	WHJ OCN,IND	10/05/2022	\$5,720.00
00682172	V00291	ONESOURCE DISTRIBUTORS, LLC	10/05/2022	\$79.87
00682173	V00560	ORANGE COUNTY FIRE PROTECTION	10/05/2022	\$320.46
00682174	V01086	ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV	10/05/2022	\$400.00
00682175	V01649	ORANGE COUNTY TRANSIT AUTHORITY	10/05/2022	\$3,782.22
00682176	V00480	PACIFIC COAST BOLT CORP	10/05/2022	\$587.25
00682177	V00164	PACIFIC MEDICAL CLINIC	10/05/2022	\$1,105.00
00682178	V00756	PARKHOUSE TIRE, INC	10/05/2022	\$1,921.30
00682179	V01804	PRO FURNITURE INSTALLS	10/05/2022	\$2,776.39
00682180	V00171	PVP COMMUNICATIONS	10/05/2022	\$930.95
00682181	V01316	QUINN COMPANY	10/05/2022	\$2,405.00
00682182	V00744	R J NOBLE COMPANY	10/05/2022	\$1,200.00
00682183	V00774	REFRIGERATION SUPPLIES DISTRIBUTOR	10/05/2022	\$568.10
00682184	V00163	RETAIL MARKETING SERVICES INC	10/05/2022	\$2,083.00
00682185	V00781	SAN BERNARDINO COUNTY SHERIFFS DEPT	10/05/2022	\$225.00
00682186	V00592	SAXE-CLIFFORD, PH D, SUSAN	10/05/2022	\$450.00
00682187	V02926	SCA OF CA, LLC	10/05/2022	\$63,765.22
00682188	V00785	SHRED CONFIDENTIAL, INC	10/05/2022	\$210.00
00682189	V00003	SIGNARAMA	10/05/2022	\$2,246.34
00682190	V00225	SITEONE LANDSCAPE SUPPLY HLDING	10/05/2022	\$1,645.26
00682191	V00787	SMITH PIPE & SUPPLY COMPANY, INC	10/05/2022	\$306.52
00682192	V00791	SO CALIF MUN ATHLETIC FEDERATION	10/05/2022	\$974.95
00682193	V01415	SOCAL AUTO & TRUCK PARTS INC	10/05/2022	\$1,511.25
00682194	V00367	SOUTHERN COMPUTER WAREHOUSE	10/05/2022	\$994.54
00682195	V00474	SOUTHERN COUNTIES LUBRICANTS, LLC	10/05/2022	\$5,582.75
00682196	V00795	SPARKLETTS	10/05/2022	\$84.94
00682197	V00570	STRADLING, YOCCA,CARLSON & RAUTH	10/05/2022	\$17,755.50
00682198	V03035	THAT SOUND GUY	10/05/2022	\$200.00
00682199	V01389	THE HOME DEPOT PRO	10/05/2022	\$4,998.31
00682200	V00528	THE ORANGE COUNTY HUMANE SOCIETY	10/05/2022	\$48,333.32
00682201	V02675	THIRD DEGREE COMMUNICATIONS INC	10/05/2022	\$850.00
00682202	V01206	TOPAZ ALARM CORP	10/05/2022	\$249.00

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00682203	V01123	TRANSAMERICA EMPLOYEE BENEFITS	10/05/2022	\$3,729.80
00682204	V00812	UNIFIRST CORP	10/05/2022	\$2,842.93
00682205	V00814	UNITED PARCEL SERVICE	10/05/2022	\$33.06
00682206	V01075	VIET BAO DAILY, INC	10/05/2022	\$300.00
00682207	OTV001847	GIANG S. VO	10/05/2022	\$1,000.00
00682208	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	10/05/2022	\$54,822.80
00682209	V00527	WALTERS WHOLESALE ELECTRIC	10/05/2022	\$316.61
00682210	V00824	WAXIE SANITARY SUPPLY	10/05/2022	\$1,774.92
00682211	V00564	WEST COUNTY TIRE & AUTO, INC	10/05/2022	\$1,506.30
00682212	V01728	WESTCOAST MUFFLER	10/05/2022	\$2,024.66
00682213	V01044	WESTERN WATER WORKS	10/05/2022	\$3,543.08
00682214	V01731	WILLDAN ENGINEERING	10/05/2022	\$11,400.00
00682215	V00134	WILLIAMS & MAHER, INC	10/05/2022	\$1,006.23
00682216	V00582	WOODRUFF, SPRADLIN & SMART, A PROFESSIONAL CORP	10/05/2022	\$4,683.30
00682217	V00072	XYLEM DEWATERING SOLUTIONS, INC	10/05/2022	\$500.00
00682218	V01208	YO-FIRE SUPPLIES	10/05/2022	\$1,538.95
00682219	V00115	YORBA LINDA FEED STORE, INC	10/05/2022	\$244.09
			EFT:	38
			Check:	111
			Total:	149
				\$317,739.71
				\$988,399.76
				\$1,306,139.47

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EF - Payroll EFT

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00013354	E03973	AVILA, VERONICA	10/20/2022	\$2,489.18
00013355	E04755	BRIETIGAM III, GEORGE S	10/20/2022	\$262.05
00013356	E04332	BUI, PHAT T	10/20/2022	\$295.97
00013357	E01338	CARRENO, SHAUNA J	10/20/2022	\$2,203.83
00013358	E02788	DAVIS, JEFFREY P	10/20/2022	\$2,776.52
00013359	E00803	HADDAD, PAMELA M	10/20/2022	\$2,052.28
00013360	E04750	HO, VY D	10/20/2022	\$1,863.41
00013361	E04096	HUYNH, DANNY	10/20/2022	\$4,166.58
00013362	E03612	JONES, STEVEN R	10/20/2022	\$274.04
00013363	E04131	KIM, NOELLE N	10/20/2022	\$2,685.44
00013364	E02612	KLOESS, VILMA C	10/20/2022	\$2,847.93
00013365	E04536	KLOPFENSTEIN, STEPHANIE L	10/20/2022	\$146.65
00013366	E01949	LE, IVY	10/20/2022	\$2,333.48
00013367	E01280	LE, TAMMY	10/20/2022	\$1,863.78
00013368	E05072	LOPEZ, CARLOS	10/20/2022	\$1,075.70
00013369	E05828	MIDDENDORF, LINDA	10/20/2022	\$3,362.59
00013370	E02787	MORAN, MARIE L	10/20/2022	\$2,857.32
00013371	E02539	NAVARRO, MARIA A	10/20/2022	\$2,658.79
00013372	E04535	NGUYEN, DIEDRE THU HA	10/20/2022	\$277.75
00013373	E04948	NGUYEN, HOAI THUONG H	10/20/2022	\$1,519.98
00013374	E04537	NGUYEN, KIM B	10/20/2022	\$281.98
00013375	E03255	NGUYEN, PHUONG VIEN T	10/20/2022	\$2,233.58
00013376	E02560	NGUYEN, QUANG	10/20/2022	\$2,790.76
00013377	E01286	NGUYEN, TINA T	10/20/2022	\$2,212.43
00013378	E04534	ONEILL, JOHN R	10/20/2022	\$295.98
00013379	E04528	PARK, SHAWN S	10/20/2022	\$2,649.89
00013380	E03541	PHI, THYANA T	10/20/2022	\$2,844.28
00013381	E04443	POLLOCK, AMANDA M	10/20/2022	\$2,014.45
00013382	E06945	POMEROY, TERESA L	10/20/2022	\$3,980.77
00013383	E01964	PULIDO, ANA E	10/20/2022	\$4,317.12
00013384	E01356	RAMOS, MARIA	10/20/2022	\$2,604.72
00013385	E05057	SATO, MICHIL	10/20/2022	\$2,804.38
00013386	E04387	STILES, SCOTT C	10/20/2022	\$6,160.09
00013387	E00564	STIPE, MARIA A	10/20/2022	\$5,807.50

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00013388	E03715	THAI, KRISTY H	10/20/2022	\$2,505.16
00013389	E02543	TO, TANYA L	10/20/2022	\$1,734.22
00013390	E01971	TRAN, CUONG K	10/20/2022	\$2,413.23
00013391	E02056	TRUONG, ELAINE	10/20/2022	\$1,895.83
00013392	E03983	VASQUEZ, LIZABETH C	10/20/2022	\$2,451.04
00013393	E04971	VITAL, ANDREA	10/20/2022	\$1,797.35
00013394	E02562	VO, THANH-NGUYEN	10/20/2022	\$1,884.93
00013395	E04944	ANDERSON CAMBA, ASHLEIGH R	10/20/2022	\$2,260.98
00013396	E04764	BRADLEY, JANNA K	10/20/2022	\$2,662.87
00013397	E03766	CERDA, MARY C	10/20/2022	\$2,244.55
00013398	E04673	HART, BRANDI M	10/20/2022	\$1,529.83
00013399	E04363	KWAN, LIANE Y	10/20/2022	\$4,507.97
00013400	E01985	LEE, JANY H	10/20/2022	\$4,284.90
00013401	E03420	PROCTOR, SHERRILL A	10/20/2022	\$2,483.04
00013402	E04417	STEPHENSON, CAITLYN M	10/20/2022	\$3,324.69
00013403	E02115	STOVER, LAURA J	10/20/2022	\$5,781.54
00013404	E04445	BROWN, KAREN J	10/20/2022	\$1,013.26
00013405	E03313	BUI, AI N	10/20/2022	\$1,705.52
00013406	E05068	CASTELLON, ALVARO A	10/20/2022	\$4,230.79
00013407	E04961	CHAO, VICTORIA	10/20/2022	\$1,605.90
00013408	E03686	CHAVEZ, JAIME F	10/20/2022	\$1,798.83
00013409	E03760	CHUNG, JANET J	10/20/2022	\$3,806.68
00013410	E04957	CURTSEIT, MARIA	10/20/2022	\$2,037.82
00013411	E04960	FUKAZAWA, KEISUKE	10/20/2022	\$2,010.99
00013412	E05055	GAMINO, LINDA M	10/20/2022	\$1,087.84
00013413	E03134	GARCIA, SYLVIA	10/20/2022	\$2,723.78
00013414	E03016	HERNANDEZ, GARY F	10/20/2022	\$1,737.92
00013415	E04569	HOFFMAN, CORINNE L	10/20/2022	\$2,550.60
00013416	E04968	HONG, SEUNGBUM	10/20/2022	\$1,783.76
00013417	E04959	LE, KENNETH H	10/20/2022	\$1,496.32
00013418	E00057	MANALANSAN, NEAL M	10/20/2022	\$2,120.94
00013419	E01668	MAY, ROBERT W	10/20/2022	\$1,950.31
00013420	E01393	MENDEZ, ANGELA M	10/20/2022	\$2,464.74
00013421	E03628	MENDOZA, CHRISTI C	10/20/2022	\$1,915.69
00013422	E04958	NGO, TINA	10/20/2022	\$2,588.11

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00013423	E04838	NIGATU, SELAMAWIT	10/20/2022	\$2,477.80
00013424	E01362	PETERSON, JENNIFER L	10/20/2022	\$2,158.97
00013425	E02429	PHAM, ANH	10/20/2022	\$1,881.16
00013426	E03610	RAMIREZ, EVA	10/20/2022	\$2,111.68
00013427	E05008	RAMOS, ASHLEY	10/20/2022	\$1,813.41
00013428	E04973	RAMOS, NANCY	10/20/2022	\$2,818.96
00013429	E03539	SEGAWA, SANDRA E	10/20/2022	\$3,812.43
00013430	E04780	SONG, YUAN	10/20/2022	\$5,376.14
00013431	E04859	VO, MY TRA	10/20/2022	\$2,963.85
00013432	E03433	WESTON, RETA J	10/20/2022	\$1,568.98
00013433	E04674	WHITTAKER DEGEN, HELEN E	10/20/2022	\$719.04
00013434	E04527	YOO, MEENA	10/20/2022	\$2,333.65
00013435	E04493	ANDREWS, STEVEN F	10/20/2022	\$2,516.57
00013436	E00845	CHANG, TERENCE S	10/20/2022	\$3,174.70
00013437	E03498	ESPINOZA, VERNAL	10/20/2022	\$2,690.88
00013438	E04523	GALLO, CESAR	10/20/2022	\$3,158.82
00013439	E04415	GOLD, ANNA L	10/20/2022	\$2,171.23
00013440	E04713	HINGCO, ERNIE E	10/20/2022	\$2,148.43
00013441	E02617	KLOESS, GEOFFREY A	10/20/2022	\$5,093.10
00013442	E03571	MORAGRAAN, RACHOT	10/20/2022	\$4,207.74
00013443	E01277	PROFFITT, NOEL J	10/20/2022	\$3,390.29
00013444	E01901	RAO, ANAND V	10/20/2022	\$5,743.54
00013445	E05027	SANCHEZ MENDOZA, ALFREDO	10/20/2022	\$2,068.95
00013446	E03384	SCHULZE, KATRENA J	10/20/2022	\$2,730.76
00013447	E05073	SEYMOUR, DAVID M	10/20/2022	\$887.49
00013448	E04395	SWANSON, MATTHEW T	10/20/2022	\$1,976.58
00013449	E01674	VALENZUELA, ANTHONY	10/20/2022	\$1,687.83
00013450	E00809	VICTORIA, ROD T	10/20/2022	\$2,358.69
00013451	E03014	WILDER, CANDY G	10/20/2022	\$2,227.65
00013452	E03509	WINSTON, TERREL KEITH	10/20/2022	\$3,228.39
00013453	E03725	ABU HAMDIYYAH, AMEENAH	10/20/2022	\$2,141.67
00013454	E02996	ASHLEIGH, JULIE A	10/20/2022	\$2,098.05
00013455	E03161	AUSTIN, MICHAEL G	10/20/2022	\$2,843.74
00013456	E00740	BLODGETT, GREG	10/20/2022	\$5,228.21
00013457	E03808	CHENG, ALANA R	10/20/2022	\$2,829.26

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00013458	E03601	CHUNG, CHRISTOPHER	10/20/2022	\$3,089.21
00013459	E03353	COVARRUBIAS, MONICA	10/20/2022	\$3,681.20
00013460	E00128	CRAMER, RITA M	10/20/2022	\$2,695.79
00013461	E04394	DAHLHEIMER, BRYSON T	10/20/2022	\$2,440.44
00013462	E04879	DAKE, RYAN J	10/20/2022	\$2,276.26
00013463	E04578	DENT, DAVID A	10/20/2022	\$4,609.46
00013464	E03697	GUERRERO, PAUL	10/20/2022	\$2,910.59
00013465	E03600	HARTWIG, TODD C	10/20/2022	\$2,891.23
00013466	E03531	HERNANDEZ, RALPH V	10/20/2022	\$2,372.66
00013467	E04855	HERRERA JR, ARMANDO	10/20/2022	\$921.43
00013468	E03410	HODSON, AARON J	10/20/2022	\$2,350.65
00013469	E04716	KASKLA, PRIIT J	10/20/2022	\$2,236.39
00013470	E04442	KIM, LISA L	10/20/2022	\$5,460.46
00013471	E03617	LEE, GRACE E	10/20/2022	\$5,977.44
00013472	E04490	LY, HUONG Q	10/20/2022	\$2,277.83
00013473	E03412	MARINO, LEE W	10/20/2022	\$4,775.90
00013474	E04194	MARTINEZ, MARIA L	10/20/2022	\$2,632.35
00013475	E03044	MOORE, JUDITH A	10/20/2022	\$2,188.83
00013476	E02895	MOURE, SVETLANA	10/20/2022	\$2,397.37
00013477	E04635	NGUYEN, PHU T	10/20/2022	\$3,945.62
00013478	E02842	PARRA, MARIA C	10/20/2022	\$3,324.00
00013479	E04992	ROBLES, ALFONSO	10/20/2022	\$2,470.78
00013480	E04408	THRONE, TIMOTHY E	10/20/2022	\$2,292.68
00013481	E04862	TRAN, JAKE P	10/20/2022	\$2,019.33
00013482	E05048	TUONG, NGHIA T	10/20/2022	\$2,137.31
00013483	E05053	VU, VINNY X	10/20/2022	\$1,745.35
00013484	E03643	ALVARADO, YOLANDA A	10/20/2022	\$1,872.35
00013485	E05009	ALVAREZ, CYNTHIA	10/20/2022	\$819.61
00013486	E04390	AMBRIZ, STEPHANIE	10/20/2022	\$606.07
00013487	E04978	AVINA, MIKAYLA M	10/20/2022	\$491.21
00013488	E04771	BAILOR, REBECCA J	10/20/2022	\$673.57
00013489	E04988	BAUTISTA, BRENDA	10/20/2022	\$1,994.31
00013490	E04262	BEARD, ALEX C	10/20/2022	\$197.89
00013491	E02658	CAMARENA, RACHEL M	10/20/2022	\$2,262.93
00013492	E01588	CAMARENA, RENE	10/20/2022	\$2,436.55

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00013493	E01902	CASILLAS, VICTORIA M	10/20/2022	\$2,070.89
00013494	E04949	CEDILLO PADILLA, JESSICA	10/20/2022	\$617.49
00013495	E03304	CHUMACERO, DEANNA M	10/20/2022	\$1,324.04
00013496	E04611	CROSS, AMANDA D	10/20/2022	\$1,915.18
00013497	E04688	DELGADO CHAVEZ, MARLY	10/20/2022	\$68.42
00013498	E04653	DIAZ, GABRIELA	10/20/2022	\$851.47
00013499	E02120	FRAUSTO, LUIZ F	10/20/2022	\$81.65
00013500	E04679	FREEMAN, MARK C	10/20/2022	\$3,665.42
00013501	E05019	FUENTES, DIANA	10/20/2022	\$387.51
00013502	E04481	GARCIA, JARED D	10/20/2022	\$427.04
00013503	E04253	GARCIA, VANESSA L	10/20/2022	\$165.94
00013504	E05069	GARCIA, VERONICA	10/20/2022	\$179.91
00013505	E03337	GODDARD, JENNIFER DANIELLE	10/20/2022	\$2,762.35
00013506	E03877	GOMEZ, STEVEN E	10/20/2022	\$911.30
00013507	E04982	GONZALEZ, KATHERYN	10/20/2022	\$782.59
00013508	E00940	GRANT, JACOB R	10/20/2022	\$2,564.63
00013509	E04967	HASHEMI, SETAREH	10/20/2022	\$497.20
00013510	E05032	LEE, JASON J	10/20/2022	\$186.83
00013511	E04682	LOPEZ, KALYSTA N	10/20/2022	\$83.04
00013512	E03603	MA AE, ELAINE M	10/20/2022	\$4,551.42
00013513	E01552	MEDINA, JESUS	10/20/2022	\$1,875.42
00013514	E00455	MEDINA, JUAN	10/20/2022	\$2,424.11
00013515	E04925	MENDOZA, JESSICA	10/20/2022	\$339.07
00013516	E02808	MONTANCHEZ, JOHN A	10/20/2022	\$5,673.47
00013517	E04947	NGUYEN, ALEXANDER H	10/20/2022	\$148.77
00013518	E04391	NICHOLAS, NOEL N	10/20/2022	\$1,386.55
00013519	E04931	NODAL, NATALIE	10/20/2022	\$124.56
00013520	E00785	OCADIZ HERNANDEZ, GABRIELA	10/20/2022	\$3,581.37
00013521	E04965	ORDUNO, SAMANTHA	10/20/2022	\$547.15
00013522	E03881	PANGAN, CHRISTIAN	10/20/2022	\$10.82
00013523	E03361	PELAYO, JANET E	10/20/2022	\$3,923.44
00013524	E04777	PHAN, EDOUARD T	10/20/2022	\$248.96
00013525	E04463	PUAILOA, SHADY S	10/20/2022	\$595.32
00013526	E02754	REYNOSO, SUGEIRY	10/20/2022	\$2,661.86
00013527	E04646	RIVERA, CATIA J	10/20/2022	\$84.40

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00013528	E03362	ROMERO, MARINA Y	10/20/2022	\$2,097.94
00013529	E04684	ROSALES, MARIA D	10/20/2022	\$406.05
00013530	E04614	ROSAS, TANYA	10/20/2022	\$349.72
00013531	E05025	SABGA, INGRID D	10/20/2022	\$1,032.25
00013532	E04620	SALDIVAR, DIANA	10/20/2022	\$277.83
00013533	E01893	SAUCEDO, DANA MARIE	10/20/2022	\$3,034.37
00013534	E00925	SCHLUMBERGER, EMERON J	10/20/2022	\$1,071.89
00013535	E04926	SERNA, SAMANTHA M	10/20/2022	\$273.57
00013536	E05016	SIERRA, AILEEN S	10/20/2022	\$528.50
00013537	E04795	SIEVE, MYCHAELELLA J	10/20/2022	\$427.04
00013538	E03895	SMITH, REBECCA S	10/20/2022	\$545.54
00013539	E05030	TRIGGS, MARY SHANNON	10/20/2022	\$66.84
00013540	E04924	TU, KATHY	10/20/2022	\$159.16
00013541	E01396	VALDIVIA, CLAUDIA	10/20/2022	\$3,475.18
00013542	E00015	VAN SICKLE, JEFFREY	10/20/2022	\$2,714.18
00013543	E04687	VARGAS, SAMANTHA B	10/20/2022	\$308.92
00013544	E05046	VARGAS-CABRERA, ARMANDO	10/20/2022	\$221.43
00013545	E05017	VARGAS-SERNA, KELLY	10/20/2022	\$384.04
00013546	E04118	VENCES, DAISY O	10/20/2022	\$276.28
00013547	E04478	VENCES, JOSHUA	10/20/2022	\$333.79
00013548	E03085	VICTORIA, PAUL E	10/20/2022	\$1,513.09
00013549	E05018	VILLEGAS, MIA A	10/20/2022	\$166.08
00013550	E04609	VIRAMONTES, JACOB D	10/20/2022	\$580.77
00013551	E04274	WILMES, DAVID M	10/20/2022	\$495.34
00013552	E04734	ACOSTA, GIOVANNI	10/20/2022	\$8,693.81
00013553	E03819	ALAMILLO, MARCOS R	10/20/2022	\$6,671.61
00013554	E03712	ALARCON, CLAUDIA	10/20/2022	\$3,569.94
00013555	E05029	ALARID, DAVID M	10/20/2022	\$1,885.69
00013556	E03616	ALCARAZ, MARIA A	10/20/2022	\$2,132.37
00013557	E00121	ALLISON, WILLIAM	10/20/2022	\$5,764.32
00013558	E04873	ALVARADO, MADELINE M	10/20/2022	\$1,812.95
00013559	E04080	ALVAREZ BROWN, RICHARD A	10/20/2022	\$3,433.23
00013560	E05028	AMAYA, JOSE J	10/20/2022	\$1,886.90
00013561	E03011	ANDERSON, BOBBY B	10/20/2022	\$3,769.14
00013562	E05040	ARCHULETA, ANDREW M	10/20/2022	\$1,551.38

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00013563	E01234	ARELLANO, PEDRO R	10/20/2022	\$6,253.95
00013564	E04875	ARROYO, SANDRA M	10/20/2022	\$2,051.45
00013565	E04497	ASHBAUGH, TIMOTHY R	10/20/2022	\$2,856.59
00013566	E03397	ASHBY, PAUL W	10/20/2022	\$4,359.84
00013567	E04719	ATWOOD, MARIA S	10/20/2022	\$2,089.68
00013568	E04613	AVALOS JR, FRANCISCO	10/20/2022	\$2,988.39
00013569	E04550	BAEK, SHARON S	10/20/2022	\$2,297.14
00013570	E05062	BAEZ, JASMIN	10/20/2022	\$548.71
00013571	E04209	BAINTO, JUDY A	10/20/2022	\$564.19
00013572	E04778	BAKER, COLLIN E	10/20/2022	\$3,947.62
00013573	E03005	BANKSON, JOHN F	10/20/2022	\$18,205.12
00013574	E04645	BARRAZA, RENE	10/20/2022	\$4,422.84
00013575	E05041	BARRIOS-ROA, JAYDE D.	10/20/2022	\$1,791.77
00013576	E04432	BEHZAD, JOSHUA K	10/20/2022	\$2,792.49
00013577	E04951	BELLO, ANGELICA	10/20/2022	\$1,714.65
00013578	E03006	BELTHIUS, LISA A	10/20/2022	\$46.43
00013579	E04976	BELTHIUS, TYLER E	10/20/2022	\$497.42
00013580	E04753	BERENGER, BEAU A	10/20/2022	\$4,543.00
00013581	E03296	BERESFORD, EVAN S	10/20/2022	\$4,496.65
00013582	E01604	BERLETH, RYAN S	10/20/2022	\$2,213.78
00013583	E03443	BLUM, JAMES A	10/20/2022	\$3,127.55
00013584	E04149	BOGUE, SUMMER A	10/20/2022	\$2,653.20
00013585	E03363	BOWEN, GENA M	10/20/2022	\$2,122.39
00013586	E04767	BOWMAN, TROY F	10/20/2022	\$2,774.49
00013587	E04963	BOYENS III, ROBERT	10/20/2022	\$3,072.87
00013588	E00946	BROME, KAREN D	10/20/2022	\$2,384.59
00013589	E04803	BRANTNER, BRITTANEE N	10/20/2022	\$1,772.95
00013590	E03380	BROWN, JEFFREY A	10/20/2022	\$5,382.35
00013591	E03968	BRUNICK, CARISSA L	10/20/2022	\$1,531.89
00013592	E05074	BUJANONDA, CHANON	10/20/2022	\$1,364.60
00013593	E02031	BURILLO, RICHARD O	10/20/2022	\$6,303.39
00013594	E03972	BUSTILLOS, RYAN V	10/20/2022	\$2,950.78
00013595	E03964	CAMARA, DANIEL A	10/20/2022	\$2,813.40
00013596	E04074	CAMPOS, JESENIA	10/20/2022	\$2,225.21
00013597	E03739	CAPPS, THOMAS A	10/20/2022	\$3,738.94

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00013598	E05002	CARBALLO, MILTON A	10/20/2022	\$2,397.84
00013599	E02372	CENTENO, JUAN C	10/20/2022	\$5,384.19
00013600	E03607	CHANG, DAVID Y H	10/20/2022	\$3,396.01
00013601	E04867	CHAPPELL, SHYLER R.D.	10/20/2022	\$2,193.36
00013602	E03481	CHAURAN HAIRGROVE, TAMMY L	10/20/2022	\$2,214.35
00013603	E04498	CHEATHAM, JEROME L	10/20/2022	\$2,882.31
00013604	E01541	CHO, HAN J	10/20/2022	\$3,620.67
00013605	E03423	CHOWDHURY, JACINTA F	10/20/2022	\$1,845.56
00013606	E04414	CHUNG, RANDY G	10/20/2022	\$88.66
00013607	E00003	CIBOSKY, COURTNEY P	10/20/2022	\$3,361.02
00013608	E04539	CLASBY JR, BRIAN M	10/20/2022	\$558.37
00013609	E04062	COOPMAN, AARON J	10/20/2022	\$15,528.72
00013610	E04872	CORNETT, KRISTINA L	10/20/2022	\$2,581.12
00013611	E04832	CORTEZ JR, DARRYL B	10/20/2022	\$2,971.69
00013612	E04666	CORTEZ, JULIO C	10/20/2022	\$3,603.47
00013613	E01875	COUGHRAN, ADAM B	10/20/2022	\$0.00
00013614	E01796	COULTER, GARY L	10/20/2022	\$2,957.38
00013615	E04555	CRUZ, REYNA	10/20/2022	\$2,124.23
00013616	E01364	DALTON, BRIAN D	10/20/2022	\$4,524.33
00013617	E04874	DANG, JOHN	10/20/2022	\$987.26
00013618	E01951	DANIELSON, PAUL E	10/20/2022	\$664.80
00013619	E01968	DARE, THOMAS R	10/20/2022	\$9,449.29
00013620	E04503	DAVILA, ISAAC	10/20/2022	\$3,089.17
00013621	E04431	DE ALMEIDA LOPES, NICHOLAS A	10/20/2022	\$3,498.78
00013622	E04731	DE PADUA, TANNER C	10/20/2022	\$4,237.54
00013623	E03691	DELGADO JR, JUAN L	10/20/2022	\$4,268.42
00013624	E03395	DIX, JENNIFER A	10/20/2022	\$2,796.89
00013625	E02313	DOSCHER, RONALD A	10/20/2022	\$2,626.11
00013626	E04586	DOVEAS, CHRISTOPHER C	10/20/2022	\$79.25
00013627	E04281	DRISCOLL, RUSSELL B	10/20/2022	\$2,006.07
00013628	E04844	DUARTE, TAYLOR M	10/20/2022	\$10,313.46
00013629	E04720	DUDLEY, BROD D	10/20/2022	\$2,470.90
00013630	E03625	EARLE, CHRISTOPHER M	10/20/2022	\$3,365.21
00013631	E03740	EL FARRA, AMIR A	10/20/2022	\$5,950.42
00013632	E03927	ELHAMI, MICHAEL K	10/20/2022	\$3,205.35

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00013633	E03933	ELIZONDO, BENJAMIN M	10/20/2022	\$3,357.00
00013634	E04016	ELIZONDO, FLOR DE LIS	10/20/2022	\$2,364.13
00013635	E01598	ELSOUSOU, HELENA	10/20/2022	\$3,409.29
00013636	E02734	ESCALANTE, OTTO J	10/20/2022	\$6,332.74
00013637	E04334	ESCOBEDO, JOSHUA N	10/20/2022	\$2,938.56
00013638	E02724	ESTLOW, STEPHEN C	10/20/2022	\$3,865.44
00013639	E04358	ESTRADA MONSANTO, MICHELLE N	10/20/2022	\$2,949.82
00013640	E04748	FAJARDO, JESUS	10/20/2022	\$0.00
00013641	E04303	FERREIRA JR, HECTOR	10/20/2022	\$2,431.45
00013642	E01663	FERRIN, KORY C	10/20/2022	\$4,128.57
00013643	E03976	FIGUEREDO, GEORGE R	10/20/2022	\$7,067.82
00013644	E04774	FLINN, PATRICIA C	10/20/2022	\$2,836.74
00013645	E02887	FOSTER, VICTORIA M	10/20/2022	\$2,070.71
00013646	E04033	FRANCISCO, KATHERINE M	10/20/2022	\$2,244.09
00013647	E02963	FRANKS, JAMES D	10/20/2022	\$3,647.49
00013648	E04747	FRESENIUS, ROBERT D	10/20/2022	\$3,295.74
00013649	E00903	FRUTOS, VERONICA	10/20/2022	\$2,125.04
00013650	E04729	GARCIA, JOSEPH A	10/20/2022	\$2,798.79
00013651	E03086	GARCIA, PETE	10/20/2022	\$5,788.75
00013652	E03659	GARNER, AMANDA B	10/20/2022	\$1,083.90
00013653	E02606	GEORGE, DAVID L	10/20/2022	\$2,722.05
00013654	E04351	GERDIN, MICHAEL E	10/20/2022	\$2,981.68
00013655	E04542	GIFFORD, ROBERT J	10/20/2022	\$3,166.68
00013656	E04658	GIRGENTI, BRIAN C	10/20/2022	\$3,226.00
00013657	E04401	GLEASON, SEAN M	10/20/2022	\$3,704.43
00013658	E04917	GOMEZ, JESUS	10/20/2022	\$3,239.34
00013659	E04863	GONZALEZ JR, GONZALO	10/20/2022	\$3,476.11
00013660	E05003	HA, DANNY	10/20/2022	\$2,692.88
00013661	E04732	HADDEN, TRAVIS J	10/20/2022	\$2,524.90
00013662	E04787	HALEY, KYLE N	10/20/2022	\$2,141.22
00013663	E03527	HALLER, TROY	10/20/2022	\$4,511.33
00013664	E03402	HEINE, STEVEN H	10/20/2022	\$4,427.21
00013665	E02469	HERRERA, JOSE D	10/20/2022	\$10,134.16
00013666	E04244	HINGCO, PINKY C	10/20/2022	\$2,529.72
00013667	E03713	HOLLOWAY, WILLIAM T	10/20/2022	\$4,090.85

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00013668	E04739	HOWARD, JASON A	10/20/2022	\$4,643.54
00013669	E04654	HURLEY, KIRK P	10/20/2022	\$2,715.45
00013670	E04089	HUTCHINS, DONALD J	10/20/2022	\$3,755.77
00013671	E03815	HUYNH, AI KELLY	10/20/2022	\$2,372.50
00013672	E03559	HUYNH, THI A	10/20/2022	\$3,203.85
00013673	E04915	ITURRALDE, JENNIFER L	10/20/2022	\$1,056.17
00013674	E04583	JENSEN, MICHAEL J	10/20/2022	\$4,004.81
00013675	E02935	JENSEN, NICKOLAS K	10/20/2022	\$3,890.99
00013676	E04587	JIMENEZ JR, EFRAIN A	10/20/2022	\$3,140.48
00013677	E04781	JIMENEZ TAVAREZ, SERGIO J	10/20/2022	\$6,132.75
00013678	E04655	JOHNSON, CODY M	10/20/2022	\$3,255.16
00013679	E03368	JOHNSON, JASON L	10/20/2022	\$4,004.25
00013680	E03831	JORDAN, GERALD F	10/20/2022	\$3,108.85
00013681	E04610	JORDAN, VICTORIA A	10/20/2022	\$116.11
00013682	E04559	KELLEY, KRISTOFER D	10/20/2022	\$2,948.08
00013683	E04353	KEUILIAN, SHELBY	10/20/2022	\$2,291.46
00013684	E04663	KIM, CHAD B	10/20/2022	\$2,577.60
00013685	E04538	KIMBERLY, ALLYSON L	10/20/2022	\$1,839.17
00013686	E03932	KIVLER, ROBERT J	10/20/2022	\$2,947.53
00013687	E03389	KOLANO, JOSEPH L	10/20/2022	\$3,797.28
00013688	E03294	KOVACS, LEA K	10/20/2022	\$3,654.84
00013689	E05000	KOVACS, TIMOTHY M	10/20/2022	\$2,398.52
00013690	E04669	KOVACS, TIMOTHY P	10/20/2022	\$4,819.79
00013691	E03484	KUNKEL, PETER M	10/20/2022	\$3,509.45
00013692	E04804	LADD, LAUREN M	10/20/2022	\$2,542.77
00013693	E04857	LANG, MICHAEL J	10/20/2022	\$3,144.53
00013694	E03511	LAZENBY, NICHOLAS A	10/20/2022	\$8,889.33
00013695	E04877	LE, BAO TINH THI	10/20/2022	\$1,954.25
00013696	E04021	LEE, RAPHAEL M	10/20/2022	\$3,361.15
00013697	E04970	LEIVA, EDUARDO C	10/20/2022	\$5,591.42
00013698	E03488	LEYVA, ERICK	10/20/2022	\$4,256.15
00013699	E04541	LINK, DEREK M	10/20/2022	\$4,428.48
00013700	E00030	LOERA JR, RAFAEL	10/20/2022	\$4,913.00
00013701	E05033	LOFFLER, CHARLES H	10/20/2022	\$4,604.32
00013702	E02645	LOPEZ, DAVID	10/20/2022	\$3,562.52

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00013703	E05066	LORD, MARK A	10/20/2022	\$4,531.58
00013704	E04581	LOWEN, BRADLEY A	10/20/2022	\$3,188.50
00013705	E04761	LUCATERO, JESSE A	10/20/2022	\$2,517.60
00013706	E00027	LUKAS, STEVEN W	10/20/2022	\$2,422.58
00013707	E04048	LUX, ROBERT D	10/20/2022	\$2,893.30
00013708	E03663	LUX, RYAN M	10/20/2022	\$4,549.11
00013709	E04772	LY, LINDALINH THU	10/20/2022	\$1,975.45
00013710	E04661	MACHUCA, ROBERTO	10/20/2022	\$3,062.51
00013711	E03752	MACY, TAYLOR A	10/20/2022	\$3,262.75
00013712	E04532	MANIACI, GIANLUCA F	10/20/2022	\$4,168.49
00013713	E04435	MARCHAND, MATTHEW P	10/20/2022	\$4,649.84
00013714	E01359	MARTINEZ JR, MARIO	10/20/2022	\$5,070.12
00013715	E04974	MARTINEZ, JUANITA PATRICIA	10/20/2022	\$2,905.23
00013716	E02792	MATA, RAQUEL D	10/20/2022	\$1,085.92
00013717	E04656	MAZON, JORGE L	10/20/2022	\$3,260.40
00013718	E02796	MCFARLANE, MARIA C	10/20/2022	\$2,287.42
00013719	E06761	MEEKS, REBECCA S	10/20/2022	\$4,033.69
00013720	E03826	MEERS, BRYAN J	10/20/2022	\$4,216.28
00013721	E02655	MENDOZA CAMPOS, MELISSA	10/20/2022	\$2,770.00
00013722	E04402	MERRILL, KENNETH E	10/20/2022	\$616.29
00013723	E03965	MIHALIK, DANNY J	10/20/2022	\$2,870.30
00013724	E04840	MONTOYA, DAWN M	10/20/2022	\$1,737.98
00013725	E04865	MORIN, LINDA M	10/20/2022	\$4,228.70
00013726	E04352	MORSE, JEREMY N	10/20/2022	\$3,743.42
00013727	E01940	MORTON, NATHAN D	10/20/2022	\$3,616.55
00013728	E04454	MOSER, MICHAEL A	10/20/2022	\$3,104.75
00013729	E03929	MURILLO JR, RAUL	10/20/2022	\$5,085.02
00013730	E04626	MURO, JASON M	10/20/2022	\$3,416.46
00013731	E04577	MUSCHETTO, PATRICK J	10/20/2022	\$5,006.61
00013732	E03422	NADOLSKI, THOMAS R	10/20/2022	\$2,742.86
00013733	E04111	NEELY, JACOB J	10/20/2022	\$2,079.01
00013734	E04436	NGUYEN, JEFFREY C	10/20/2022	\$10,981.12
00013735	E02813	NGUYEN, TRINA T	10/20/2022	\$1,965.35
00013736	E04540	NIKOLIC, ADAM C	10/20/2022	\$3,914.35
00013737	E05054	NUNEZ, BREANNE S	10/20/2022	\$1,648.14

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00013738	E03350	OLIVO, JOSHUA T	10/20/2022	\$4,001.75
00013739	E04035	ORTIZ, STEVEN TRUJILLO	10/20/2022	\$3,181.28
00013740	E03427	PANELLA, JOSEPH N	10/20/2022	\$2,557.76
00013741	E04910	PAQUA, BRANDON J	10/20/2022	\$2,233.54
00013742	E01948	PARK, BRANDY J	10/20/2022	\$3,346.98
00013743	E02995	PAYAN, CRISTINA V	10/20/2022	\$2,862.12
00013744	E00824	PAYAN, LUIS A	10/20/2022	\$5,105.33
00013745	E04843	PEREZ, EMMANUEL	10/20/2022	\$2,649.01
00013746	E00145	PERKINS, JASON S	10/20/2022	\$5,180.78
00013747	E04429	PHAM, PHILLIP H	10/20/2022	\$3,477.41
00013748	E06938	PLUARD, DOUGLAS A	10/20/2022	\$4,524.28
00013749	E03299	POLOPEK, COREY T	10/20/2022	\$3,705.53
00013750	E05050	QUANG, DENNIS	10/20/2022	\$2,508.50
00013751	E04788	QUIROZ, LUIS A	10/20/2022	\$2,357.12
00013752	E03967	RAMIREZ OROZCO, SINDY	10/20/2022	\$170.15
00013753	E04955	RAMIREZ, KAYLYN C	10/20/2022	\$1,993.92
00013754	E03390	RAMIREZ, LUIS F	10/20/2022	\$3,965.22
00013755	E05021	RAMIREZ, TERRA M	10/20/2022	\$3,063.04
00013756	E05049	RAMOS, DAVID N	10/20/2022	\$3,122.57
00013757	E04914	RAMOS, RODOLFO B	10/20/2022	\$547.15
00013758	E03217	RANEY, JOHN E	10/20/2022	\$3,722.00
00013759	E04941	RASMUSSEN, TRENTON L	10/20/2022	\$2,398.05
00013760	E04659	REED, THOMAS S	10/20/2022	\$2,692.89
00013761	E03486	REYES, RON A	10/20/2022	\$3,930.74
00013762	E04911	RICHARDS, BRYANT D	10/20/2022	\$2,284.22
00013763	E04437	RICHMOND, RYAN R	10/20/2022	\$3,278.32
00013764	E04860	ROCHA, RUDY A	10/20/2022	\$497.42
00013765	E04738	RODRIGUEZ, DANIEL	10/20/2022	\$3,091.86
00013766	E04082	RODRIGUEZ, JENNIFER M	10/20/2022	\$2,609.54
00013767	E05001	RODRIGUEZ, RYAN ELIJAH	10/20/2022	\$2,729.63
00013768	E04438	ROGERS, CHRISTIN E	10/20/2022	\$3,638.85
00013769	E04385	ROJAS, ASHLEY C	10/20/2022	\$2,137.74
00013770	E04507	ROMBOUGH, JENNIFER V	10/20/2022	\$2,161.95
00013771	E04552	RUZIECKI, ERIC T	10/20/2022	\$4,116.01
00013772	E02845	SALAZAR, SEAN M	10/20/2022	\$3,077.79

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00013773	E04845	SALGADO JR., ALFREDO	10/20/2022	\$2,406.16
00013774	E03297	SAMOFF, TANYA L	10/20/2022	\$2,950.10
00013775	E02646	SANTANA, LINO G	10/20/2022	\$8,636.84
00013776	E03035	SEYMOUR, SUSAN A I	10/20/2022	\$2,609.74
00013777	E04282	SHELGTREN, CHRISTOPHER M	10/20/2022	\$2,945.49
00013778	E04616	SHIPLEY, AARON T	10/20/2022	\$3,225.97
00013779	E02937	SHORROW, NICOLE D	10/20/2022	\$2,720.09
00013780	E04864	SILVA, LEVI JOENIEL	10/20/2022	\$2,602.78
00013781	E04576	SIMONS, SHAYLEN L	10/20/2022	\$3,615.54
00013782	E04934	SLETTVET, HEATHER P	10/20/2022	\$2,137.07
00013783	E02587	SOSEBEE, DANNY J	10/20/2022	\$3,028.87
00013784	E03563	SPELLMAN, MARSHA D	10/20/2022	\$2,907.61
00013785	E04500	STAAL, GAREY D	10/20/2022	\$3,934.33
00013786	E03218	STARNES, CHARLES W	10/20/2022	\$5,619.44
00013787	E03761	STEPHENSON III, ROBERT M	10/20/2022	\$5,154.28
00013788	E04584	STROUD, BRIAN T	10/20/2022	\$5,506.75
00013789	E02979	TESSIER, PAUL M	10/20/2022	\$3,738.46
00013790	E04449	TRAN, SPENCER T	10/20/2022	\$2,661.80
00013791	E02982	VAICARO, VINCENTE J	10/20/2022	\$4,780.23
00013792	E03053	VALENCIA, EDGAR	10/20/2022	\$5,369.03
00013793	E04667	VAUGHN, CALEB I	10/20/2022	\$433.26
00013794	E04977	VAZQUEZ, BRIAN M	10/20/2022	\$534.71
00013795	E04434	VELLANOWETH, KIMBRA S	10/20/2022	\$2,822.23
00013796	E04903	VIGIL, DANIEL C	10/20/2022	\$2,715.49
00013797	E03022	VU, TUONG-VAN NGUYEN	10/20/2022	\$2,467.54
00013798	E04730	VU, TYLER D	10/20/2022	\$497.42
00013799	E01905	WAINWRIGHT, JONATHAN B	10/20/2022	\$3,947.70
00013800	E03220	WARDLE, DENNIS	10/20/2022	\$3,523.78
00013801	E03213	WARDLE, SANTA	10/20/2022	\$2,325.84
00013802	E04758	WEYKER, CHRYSTAL L	10/20/2022	\$1,949.85
00013803	E03930	WHITNEY, CHERYL L	10/20/2022	\$1,767.61
00013804	E03305	WIMMER, ROYCE C	10/20/2022	\$7,371.45
00013805	E04762	WREN, DANIELLE E	10/20/2022	\$2,767.79
00013806	E04763	WRIGHT, SARAH A	10/20/2022	\$2,632.20
00013807	E04856	XU, DUO	10/20/2022	\$1,673.51

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00013808	E03543	YELENSKY, SHANNON M	10/20/2022	\$1,891.27
00013809	E04156	YERGLER, JOHN J	10/20/2022	\$4,172.53
00013810	E04722	YNIGUEZ, COLE A	10/20/2022	\$11,340.75
00013811	E01978	ZMIJA, ADAM D	10/20/2022	\$5,016.71
00013812	E04517	AGUIRRE, ALFRED J	10/20/2022	\$3,397.67
00013813	E01626	AGUIRRE, ANSELMO	10/20/2022	\$2,174.43
00013814	E04451	AGUIRRE, ANTHONY U	10/20/2022	\$338.32
00013815	E04631	ANDREI, IOAN	10/20/2022	\$1,127.29
00013816	E04678	BABINSKI IV, SYLVESTER A	10/20/2022	\$1,991.20
00013817	E04336	BECERRA, RODOLPHO M	10/20/2022	\$2,340.19
00013818	E04972	BECERRA-SAMANIEGO JR, GABRIEL	10/20/2022	\$2,006.70
00013819	E04770	BELL, DONEISHA L	10/20/2022	\$839.80
00013820	E01255	BOS, MICHAEL C	10/20/2022	\$2,265.29
00013821	E04650	BUCHLER, RAYMOND A	10/20/2022	\$1,625.10
00013822	E01584	CANDELARIA, DANIEL J	10/20/2022	\$7,048.71
00013823	E04300	CANO, EDGAR A	10/20/2022	\$2,233.86
00013824	E03828	CANTRELL, JEFFREY G	10/20/2022	\$2,293.78
00013825	E05063	CARRILLO, GEORGE	10/20/2022	\$2,459.56
00013826	E03811	CARRISOZA, ALBERT J	10/20/2022	\$2,303.09
00013827	E00916	CARTER, PHILLIP J	10/20/2022	\$3,434.91
00013828	E04869	CHAVEZ, DAMIAN JESUS	10/20/2022	\$857.10
00013829	E04551	CONTRERAS, GABRIELA R	10/20/2022	\$2,317.18
00013830	E03518	COTTON, JULIE T	10/20/2022	\$1,860.34
00013831	E03807	DE LA ROSA, VINCENT L	10/20/2022	\$3,215.79
00013832	E03736	DIBAJ, KAMYAR	10/20/2022	\$3,759.52
00013833	E02515	DUVALL, RICK L	10/20/2022	\$2,673.57
00013834	E04514	ESPINOZA, ERIC M	10/20/2022	\$2,018.34
00013835	E03733	ESPINOZA, JULIA	10/20/2022	\$1,317.70
00013836	E05957	FERNANDEZ, ARYANA C	10/20/2022	\$366.56
00013837	E03405	FERNANDEZ, CECELIA A	10/20/2022	\$1,293.41
00013838	E04997	FLORES, ANTHONY	10/20/2022	\$733.54
00013839	E04990	FLORES, MITCHELL C	10/20/2022	\$733.54
00013840	E00558	FREGOSO, ALICE K	10/20/2022	\$2,192.42
00013841	E05037	GAINES, JEFFREY S	10/20/2022	\$740.66
00013842	E05010	GALVAN, EDGAR	10/20/2022	\$961.00

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00013843	E04754	GARCIA, ALICIA R	10/20/2022	\$1,681.08
00013844	E04677	GIROUARD, CASEY G	10/20/2022	\$1,706.94
00013845	E04629	GOMEZ, DIANA	10/20/2022	\$1,040.47
00013846	E03341	GONZALEZ, JORGE	10/20/2022	\$1,248.71
00013847	E04473	GOUNTOUMA, SOUMELIA K	10/20/2022	\$2,485.54
00013848	E03400	GREENE, MICHAEL R	10/20/2022	\$2,169.61
00013849	E03685	GUZMAN, JESSE	10/20/2022	\$3,952.40
00013850	E04299	HANSEN, AARON R	10/20/2022	\$1,973.07
00013851	E03523	HARO, GLORIA A	10/20/2022	\$1,261.82
00013852	E03759	HERNANDEZ, HERMILO	10/20/2022	\$0.00
00013853	E04622	HOFER, ALICIA M	10/20/2022	\$2,097.90
00013854	E02874	HOLMON III, ALBERT J	10/20/2022	\$4,040.41
00013855	E04347	HSIEH, NICOLAS C	10/20/2022	\$3,765.41
00013856	E03588	HUYNH, HUY HOA	10/20/2022	\$2,433.50
00013857	E04831	ILFELD, MATTHEW D	10/20/2022	\$1,759.25
00013858	E01907	JACOT, ROSEMARIE	10/20/2022	\$2,348.60
00013859	E04296	JOHNSON, ERIC W	10/20/2022	\$2,007.23
00013860	E04979	JURADO, MICHAEL	10/20/2022	\$1,278.69
00013861	E04470	KAYLOR, BRENT	10/20/2022	\$2,498.96
00013862	E04728	KHALIL, MARK M	10/20/2022	\$2,176.34
00013863	E04382	KWIATKOWSKI, BRYAN D	10/20/2022	\$2,464.45
00013864	E04769	LAMAS, LEONEL A	10/20/2022	\$1,051.11
00013865	E03813	LEWIS, SHAN L	10/20/2022	\$3,017.46
00013866	E03301	LEYVA, RAUL	10/20/2022	\$3,188.63
00013867	E05006	MARQUEZ, STEVEN ADAM	10/20/2022	\$1,205.05
00013868	E05364	MARU, NAVIN B	10/20/2022	\$3,639.50
00013869	E04665	MEJIA, DIEGO A	10/20/2022	\$2,150.23
00013870	E03493	MENDEZ, RIGOBERTO	10/20/2022	\$2,461.08
00013871	E04998	MENDOZA, LAURA	10/20/2022	\$1,008.39
00013872	E04724	MOORE, DOUGLAS A	10/20/2022	\$2,371.06
00013873	E04827	MORELAND, ANDREW J	10/20/2022	\$1,707.16
00013874	E04222	MOSS, DANIEL C	10/20/2022	\$1,934.19
00013875	E01243	MURRAY JR, WILLIAM E	10/20/2022	\$7,437.43
00013876	E04634	NAVARRO, JUAN C	10/20/2022	\$2,869.60
00013877	E04969	ORNELLAS, MICHAEL	10/20/2022	\$1,229.09

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00013878	E03378	ORTIZ, STEVEN T	10/20/2022	\$2,573.63
00013879	E04999	ORTUNO, ANIBAL	10/20/2022	\$1,962.01
00013880	E03754	PINKSTON, RICHARD L	10/20/2022	\$2,690.91
00013881	E04567	POWELL, AUSTIN H	10/20/2022	\$2,694.07
00013882	E03799	QUIROZ, ROLANDO	10/20/2022	\$3,045.59
00013883	E05031	RAMIREZ, AACIN	10/20/2022	\$1,969.16
00013884	E04572	REED, MELVIN P	10/20/2022	\$1,802.55
00013885	E02058	REYES, DELFRADO C	10/20/2022	\$1,309.65
00013886	E04295	ROBLES, RAFAEL	10/20/2022	\$2,158.48
00013887	E04563	RODRIGUEZ, ADRIANNA M	10/20/2022	\$1,241.63
00013888	E05004	RUELAS, SERGIO	10/20/2022	\$771.44
00013889	E04289	SALDIVAR, RICARDO	10/20/2022	\$1,908.56
00013890	E04505	SANTOS, MICHAEL F	10/20/2022	\$3,878.48
00013891	E04215	SMOUSE, TREVOR G	10/20/2022	\$2,538.49
00013892	E04836	SOTO, WILLIAM A	10/20/2022	\$2,768.27
00013893	E03091	SUDDUTH, STEPHEN D	10/20/2022	\$2,939.25
00013894	E01625	TAPIA, LUIS A	10/20/2022	\$2,907.79
00013895	E04756	TARIN, ALEXIS P	10/20/2022	\$2,214.91
00013896	E03239	TAUANU U, STEVE J	10/20/2022	\$2,114.30
00013897	E04773	THURMAN JR, EDWIN O	10/20/2022	\$1,071.76
00013898	E08679	THURMAN, RODERICK	10/20/2022	\$1,860.32
00013899	E03480	TRIMBLE, EMILY H	10/20/2022	\$2,217.33
00013900	E04825	TRUJILLO, JOSEPH E	10/20/2022	\$1,639.92
00013901	E02482	UPHUS, MARK P	10/20/2022	\$4,983.91
00013902	E03681	VASQUEZ, JOSE A	10/20/2022	\$3,138.61
00013903	E02942	VERA, EVARISTO	10/20/2022	\$2,163.50
00013904	E03727	VERGARA NEAL, ANA G	10/20/2022	\$3,023.32
00013905	E03670	VITALI, SUSAN	10/20/2022	\$433.71
00013906	E01580	VU, DAI C	10/20/2022	\$4,408.69
00013907	E04362	VU, KHANG L	10/20/2022	\$3,342.67
00013908	E01619	WHITE, WILLIAM J	10/20/2022	\$7,833.25
00013909	E03414	WILLIAMS, HILLARD J	10/20/2022	\$237.07
00013910	E04006	WILLIAMS, RICHARD L	10/20/2022	\$2,502.57
00013911	E05023	YNIGUEZ, KARISSA N	10/20/2022	\$2,378.75
00013912	E03436	ZIEGLER, RICK S	10/20/2022	\$1,308.34

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00013913	E03917	ALLEN, CHRISTOPHER L	10/20/2022	\$118.44
00013914	E04163	AMBRIZ GARCIA, EDWARD D	10/20/2022	\$1,485.47
00013915	E04784	BANUELOS, ALEJANDRO	10/20/2022	\$2,328.22
00013916	E04063	BERGER, JAN	10/20/2022	\$2,546.34
00013917	E00651	BERMUDEZ, ROBERT P	10/20/2022	\$3,439.48
00013918	E03495	BLAS, VICTOR T	10/20/2022	\$2,499.40
00013919	E00070	CANNON, TIM P	10/20/2022	\$3,699.12
00013920	E04365	DAN, CARINA M	10/20/2022	\$2,541.46
00013921	E04440	DAVIS, RYAN H	10/20/2022	\$2,107.81
00013922	E03051	DIEMERT, RONALD W	10/20/2022	\$2,531.69
00013923	E02718	ESCOBAR, CHRIS N	10/20/2022	\$2,877.02
00013924	E03688	GLENN, JEREMY J	10/20/2022	\$1,430.87
00013925	E01618	GOMEZ, JOSE	10/20/2022	\$2,323.11
00013926	E02701	GONZALEZ, ALEJANDRO	10/20/2022	\$3,231.33
00013927	E03763	GRIFFIN, LARRY	10/20/2022	\$4,892.83
00013928	E04828	GUERRERO, MICHAEL V	10/20/2022	\$2,078.63
00013929	E04018	HAENDIGES, ROBERT A	10/20/2022	\$3,536.17
00013930	E03575	HART, RYAN S	10/20/2022	\$2,105.90
00013931	E03701	HAYES, WALTER B	10/20/2022	\$3,540.05
00013932	E03399	HOWENSTEIN, FRANK D	10/20/2022	\$2,582.32
00013933	E03406	HUY, EDWARD A	10/20/2022	\$3,536.41
00013934	E04782	JIN, LIYAN	10/20/2022	\$2,484.59
00013935	E03534	KIM, SAMUEL K	10/20/2022	\$3,844.68
00013936	E03254	KIRZHNER, ALLEN G	10/20/2022	\$2,568.92
00013937	E02852	LADNEY, MARK W	10/20/2022	\$3,505.34
00013938	E03988	LI, REBECCA PIK KWAN	10/20/2022	\$3,905.96
00013939	E02063	MA AE, DAVID	10/20/2022	\$2,116.02
00013940	E03249	MANSON, RAQUEL K	10/20/2022	\$3,192.31
00013941	E04837	MARTINEZ, ALFREDO	10/20/2022	\$2,048.48
00013942	E02124	MEISLAHN, TYLER	10/20/2022	\$1,932.16
00013943	E04403	MONTGOMERY, JESSE K	10/20/2022	\$2,961.95
00013944	E04707	MORRIS, JUSTIN M	10/20/2022	\$1,857.10
00013945	E03590	MOYA JR, STEVEN J	10/20/2022	\$2,448.33
00013946	E03519	MURAD, BASIL G	10/20/2022	\$2,541.55
00013947	E03144	NATLAND, KIRK L	10/20/2022	\$1,524.53

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00013948	E04291	NGUYEN, DUC TRUNG	10/20/2022	\$2,384.98
00013949	E04904	NGUYEN, LISA	10/20/2022	\$872.49
00013950	E03221	NICOLAE, CORNELIU	10/20/2022	\$3,227.11
00013951	E04210	NUNES, BRANDON S	10/20/2022	\$1,839.30
00013952	E03923	ORNELAS, ANDREW I	10/20/2022	\$2,710.21
00013953	E03582	ORTEGA, DAVID A	10/20/2022	\$2,854.33
00013954	E03578	PASILLAS, CELESTINO J	10/20/2022	\$3,059.87
00013955	E03170	PEARSON, WILLIAM F	10/20/2022	\$2,498.33
00013956	E04950	PHAM ADA, DYLLAN TUAN ANH	10/20/2022	\$433.21
00013957	E04805	POLIDORI, JESSICA J	10/20/2022	\$3,479.50
00013958	E02500	PORRAS, STEPHEN	10/20/2022	\$3,806.91
00013959	E07590	RUITENSCHILD, LES A	10/20/2022	\$3,537.97
00013960	E03926	RUIZ, JONATHAN	10/20/2022	\$3,050.43
00013961	E07690	SANTOS, ALEXIS	10/20/2022	\$2,010.74
00013962	E07692	SARMIENTO, ADRIAN M	10/20/2022	\$3,043.96
00013963	E04956	SON, TOMMY T	10/20/2022	\$2,296.30
00013964	E04301	TALAMANTES JR, ALBERT	10/20/2022	\$2,296.44
00013965	E04121	TRAN, MINH K	10/20/2022	\$2,447.09
00013966	E08881	VALENZUELA, ALEJANDRO N	10/20/2022	\$5,437.75
00013967	E01882	VIRAMONTES, JESSE	10/20/2022	\$2,793.61
00013968	E04195	WOLLAND, RONALD J	10/20/2022	\$2,089.79
00013969	E09940	YERGENSEN, VICTOR K	10/20/2022	\$2,278.71
00013970	E09954	ZAVALA, JOHN	10/20/2022	\$3,918.35
			Check: 617	\$1,677,302.55
			Total: 617	\$1,677,302.55

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00185187	E04994	GREENUP, BREANNA C	10/20/2022	\$864.13
00185188	E00977	BELAIR, DIANE	10/20/2022	\$2,286.88
00185189	E05015	FALETOI, TERRY U	10/20/2022	\$409.79
00185190	E04824	PACHECO, LAURA M	10/20/2022	\$114.04
00185191	E05070	XOOL VARGAS, RUDY G	10/20/2022	\$41.52
00185192	E05076	XU, CHARLIE	10/20/2022	\$69.20
00185193	E04444	JULIENNE, PATRICK R	10/20/2022	\$22,539.42
00185194	E05064	FOX, LUCAS	10/20/2022	\$907.40
00185195	E05065	LOMELI, JONATHAN	10/20/2022	\$1,018.73
00185196	E03529	ROCHA, MICHAEL F	10/20/2022	\$2,167.58
00185197	E05067	SANCHEZ, MARTIN	10/20/2022	\$965.06
00185198	E03145	DE LA ROSA, FRANK X	10/20/2022	\$1,802.35
00185199	E03446	JIMENEZ, VIDAL	10/20/2022	\$3,092.85
Check: 13				\$36,278.95
Total: 13				\$36,278.95



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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00013971	E03973	AVILA, VERONICA	11/03/2022	\$2,489.18
00013972	E04755	BRIETIGAM III, GEORGE S	11/03/2022	\$459.15
00013973	E04332	BUI, PHAT T	11/03/2022	\$493.07
00013974	E01338	CARRENO, SHAUNA J	11/03/2022	\$2,203.83
00013975	E02788	DAVIS, JEFFREY P	11/03/2022	\$2,776.52
00013976	E00803	HADDAD, PAMELA M	11/03/2022	\$2,052.28
00013977	E04750	HO, VY D	11/03/2022	\$1,863.41
00013978	E04096	HUYNH, DANNY	11/03/2022	\$4,645.35
00013979	E03612	JONES, STEVEN R	11/03/2022	\$471.14
00013980	E04131	KIM, NOELLE N	11/03/2022	\$2,685.44
00013981	E02612	KLOESS, VILMA C	11/03/2022	\$2,847.93
00013982	E04536	KLOPFENSTEIN, STEPHANIE L	11/03/2022	\$343.75
00013983	E01949	LE, IVY	11/03/2022	\$2,333.48
00013984	E01280	LE, TAMMY	11/03/2022	\$1,863.78
00013985	E05072	LOPEZ, CARLOS	11/03/2022	\$1,128.58
00013986	E05828	MIDDENDORF, LINDA	11/03/2022	\$3,362.59
00013987	E02787	MORAN, MARIE L	11/03/2022	\$2,857.32
00013988	E02539	NAVARRO, MARIA A	11/03/2022	\$2,658.79
00013989	E04535	NGUYEN, DIEDRE THU HA	11/03/2022	\$454.85
00013990	E04948	NGUYEN, HOAI THUONG H	11/03/2022	\$1,533.76
00013991	E04537	NGUYEN, KIM B	11/03/2022	\$459.08
00013992	E03255	NGUYEN, PHUONG VIEN T	11/03/2022	\$2,233.58
00013993	E02560	NGUYEN, QUANG	11/03/2022	\$2,790.76
00013994	E01286	NGUYEN, TINA T	11/03/2022	\$2,212.43
00013995	E04534	ONEILL, JOHN R	11/03/2022	\$493.08
00013996	E04528	PARK, SHAWN S	11/03/2022	\$2,649.89
00013997	E03541	PHI, THYANA T	11/03/2022	\$2,844.28
00013998	E04443	POLLOCK, AMANDA M	11/03/2022	\$2,014.45
00013999	E06945	POMEROY, TERESA L	11/03/2022	\$3,980.77
00014000	E01964	PULIDO, ANA E	11/03/2022	\$4,317.12
00014001	E01356	RAMOS, MARIA	11/03/2022	\$2,604.72
00014002	E05057	SATO, MICH L	11/03/2022	\$2,804.38
00014003	E04387	STILES, SCOTT C	11/03/2022	\$6,160.09
00014004	E00564	STIPE, MARIA A	11/03/2022	\$7,383.68

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00014005	E03715	THAI, KRISTY H	11/03/2022	\$2,505.16
00014006	E02543	TO, TANYA L	11/03/2022	\$1,734.22
00014007	E01971	TRAN, CUONG K	11/03/2022	\$2,413.21
00014008	E02056	TRUONG, ELAINE	11/03/2022	\$1,895.83
00014009	E03983	VASQUEZ, LIZABETH C	11/03/2022	\$2,451.05
00014010	E04971	VITAL, ANDREA	11/03/2022	\$1,790.16
00014011	E02562	VO, THANH-NGUYEN	11/03/2022	\$1,884.93
00014012	E04944	ANDERSON CAMBA, ASHLEIGH R	11/03/2022	\$2,260.98
00014013	E04764	BRADLEY, JANNA K	11/03/2022	\$2,662.87
00014014	E03766	CERDA, MARY C	11/03/2022	\$2,244.55
00014015	E04673	HART, BRANDI M	11/03/2022	\$1,417.45
00014016	E04363	KWAN, LIANE Y	11/03/2022	\$3,707.46
00014017	E01985	LEE, JANY H	11/03/2022	\$4,284.90
00014018	E03420	PROCTOR, SHERRILL A	11/03/2022	\$2,483.04
00014019	E04417	STEPHENSON, CAITLYN M	11/03/2022	\$2,175.44
00014020	E02115	STOVER, LAURA J	11/03/2022	\$5,762.85
00014021	E04445	BROWN, KAREN J	11/03/2022	\$1,063.94
00014022	E03313	BUI, AI N	11/03/2022	\$905.73
00014023	E05068	CASTELLON, ALVARO A	11/03/2022	\$4,230.79
00014024	E04961	CHAO, VICTORIA	11/03/2022	\$1,605.90
00014025	E03686	CHAVEZ, JAIME F	11/03/2022	\$1,798.83
00014026	E03760	CHUNG, JANET J	11/03/2022	\$3,013.48
00014027	E04957	CURTSEIT, MARIA	11/03/2022	\$2,037.82
00014028	E04960	FUKAZAWA, KEISUKE	11/03/2022	\$1,994.88
00014029	E05055	GAMINO, LINDA M	11/03/2022	\$1,392.62
00014030	E03134	GARCIA, SYLVIA	11/03/2022	\$2,723.78
00014031	E03016	HERNANDEZ, GARY F	11/03/2022	\$1,737.92
00014032	E04569	HOFFMAN, CORINNE L	11/03/2022	\$2,550.60
00014033	E04968	HONG, SEUNGBUM	11/03/2022	\$1,783.76
00014034	E04959	LE, KENNETH H	11/03/2022	\$1,496.32
00014035	E00057	MANALANSAN, NEAL M	11/03/2022	\$2,120.94
00014036	E01668	MAY, ROBERT W	11/03/2022	\$1,935.35
00014037	E01393	MENDEZ, ANGELA M	11/03/2022	\$2,464.74
00014038	E03628	MENDOZA, CHRISTI C	11/03/2022	\$1,915.69
00014039	E04958	NGO, TINA	11/03/2022	\$2,588.11

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00014040	E04838	NIGATU, SELAMAWIT	11/03/2022	\$2,477.79
00014041	E01362	PETERSON, JENNIFER L	11/03/2022	\$2,158.97
00014042	E02429	PHAM, ANH	11/03/2022	\$1,881.16
00014043	E03610	RAMIREZ, EVA	11/03/2022	\$2,111.68
00014044	E05008	RAMOS, ASHLEY	11/03/2022	\$1,813.41
00014045	E04973	RAMOS, NANCY	11/03/2022	\$2,818.96
00014046	E03539	SEGAWA, SANDRA E	11/03/2022	\$3,812.43
00014047	E04780	SONG, YUAN	11/03/2022	\$5,296.98
00014048	E04859	VO, MY TRA	11/03/2022	\$2,963.85
00014049	E03433	WESTON, RETA J	11/03/2022	\$1,205.80
00014050	E04674	WHITTAKER DEGEN, HELEN E	11/03/2022	\$345.33
00014051	E04527	YOO, MEENA	11/03/2022	\$3,489.74
00014052	E04493	ANDREWS, STEVEN F	11/03/2022	\$2,516.57
00014053	E00845	CHANG, TERENCE S	11/03/2022	\$3,174.70
00014054	E03498	ESPINOZA, VERNA L	11/03/2022	\$2,690.88
00014055	E04523	GALLO, CESAR	11/03/2022	\$3,158.82
00014056	E04415	GOLD, ANNA L	11/03/2022	\$2,171.23
00014057	E04713	HINGCO, ERNIE E	11/03/2022	\$2,257.26
00014058	E02617	KLOESS, GEOFFREY A	11/03/2022	\$4,145.52
00014059	E03571	MORAGRAAN, RACHOT	11/03/2022	\$4,207.74
00014060	E05071	OCHOA, NICOLAS E	11/03/2022	\$2,217.53
00014061	E01277	PROFFITT, NOEL J	11/03/2022	\$3,390.38
00014062	E01901	RAO, ANAND V	11/03/2022	\$5,743.54
00014063	E05027	SANCHEZ MENDOZA, ALFREDO	11/03/2022	\$2,068.95
00014064	E03384	SCHULZE, KATRENA J	11/03/2022	\$2,730.76
00014065	E05073	SEYMOUR, DAVID M	11/03/2022	\$887.49
00014066	E04395	SWANSON, MATTHEW T	11/03/2022	\$1,976.58
00014067	E01674	VALENZUELA, ANTHONY	11/03/2022	\$1,687.84
00014068	E00809	VICTORIA, ROD T	11/03/2022	\$2,292.06
00014069	E03014	WILDER, CANDY G	11/03/2022	\$2,227.65
00014070	E03509	WINSTON, TERREL KEITH	11/03/2022	\$3,228.39
00014071	E03725	ABU HAMDIYYAH, AMEENAH	11/03/2022	\$2,141.67
00014072	E02996	ASHLEIGH, JULIE A	11/03/2022	\$2,098.05
00014073	E03161	AUSTIN, MICHAEL G	11/03/2022	\$2,843.74
00014074	E00740	BLODGETT, GREG	11/03/2022	\$4,154.81

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00014075	E03808	CHENG, ALANA R	11/03/2022	\$2,829.26
00014076	E03601	CHUNG, CHRISTOPHER	11/03/2022	\$3,471.44
00014077	E03353	COVARRUBIAS, MONICA	11/03/2022	\$3,681.20
00014078	E00128	CRAMER, RITA M	11/03/2022	\$2,695.79
00014079	E04394	DAHLHEIMER, BRYSON T	11/03/2022	\$2,440.44
00014080	E04879	DAKE, RYAN J	11/03/2022	\$2,276.26
00014081	E04578	DENT, DAVID A	11/03/2022	\$5,422.18
00014082	E03697	GUERRERO, PAUL	11/03/2022	\$3,480.33
00014083	E03600	HARTWIG, TODD C	11/03/2022	\$2,891.23
00014084	E03531	HERNANDEZ, RALPH V	11/03/2022	\$2,372.66
00014085	E04855	HERRERA JR, ARMANDO	11/03/2022	\$767.85
00014086	E03410	HODSON, AARON J	11/03/2022	\$2,350.65
00014087	E04716	KASKLA, PRIIT J	11/03/2022	\$2,236.39
00014088	E04442	KIM, LISA L	11/03/2022	\$5,325.71
00014089	E03617	LEE, GRACE E	11/03/2022	\$2,828.58
00014090	E04490	LY, HUONG Q	11/03/2022	\$2,277.83
00014091	E03412	MARINO, LEE W	11/03/2022	\$4,617.85
00014092	E04194	MARTINEZ, MARIA L	11/03/2022	\$2,585.96
00014093	E03044	MOORE, JUDITH A	11/03/2022	\$2,188.83
00014094	E02895	MOURE, SVETLANA	11/03/2022	\$2,397.37
00014095	E04635	NGUYEN, PHU T	11/03/2022	\$3,945.62
00014096	E02842	PARRA, MARIA C	11/03/2022	\$3,750.03
00014097	E04992	ROBLES, ALFONSO	11/03/2022	\$2,470.78
00014098	E04408	THRONE, TIMOTHY E	11/03/2022	\$2,292.68
00014099	E04862	TRAN, JAKE P	11/03/2022	\$2,019.33
00014100	E05048	TUONG, NGHIA T	11/03/2022	\$2,137.31
00014101	E05053	VU, VINNY X	11/03/2022	\$1,745.35
00014102	E03643	ALVARADO, YOLANDA A	11/03/2022	\$1,872.35
00014103	E05009	ALVAREZ, CYNTHIA	11/03/2022	\$829.28
00014104	E04390	AMBRIZ, STEPHANIE	11/03/2022	\$620.44
00014105	E04978	AVINA, MIKAYLA M	11/03/2022	\$547.15
00014106	E04771	BAILOR, REBECCA J	11/03/2022	\$608.52
00014107	E04988	BAUTISTA, BRENDA	11/03/2022	\$1,994.31
00014108	E04262	BEARD, ALEX C	11/03/2022	\$399.17
00014109	E02658	CAMARENA, RACHEL M	11/03/2022	\$2,262.93

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00014110	E01588	CAMARENA, RENE	11/03/2022	\$2,436.55
00014111	E01902	CASILLAS, VICTORIA M	11/03/2022	\$2,382.85
00014112	E04949	CEDILLO PADILLA, JESSICA	11/03/2022	\$702.08
00014113	E03304	CHUMACERO, DEANNA M	11/03/2022	\$1,191.64
00014114	E04611	CROSS, AMANDA D	11/03/2022	\$1,915.18
00014115	E04653	DIAZ, GABRIELA	11/03/2022	\$735.03
00014116	E05036	DINH, NGUYEN KHOA	11/03/2022	\$62.28
00014117	E05015	FALETOI, TERRY U	11/03/2022	\$416.71
00014118	E02120	FRAUSTO, LUIZ F	11/03/2022	\$508.33
00014119	E04679	FREEMAN, MARK C	11/03/2022	\$3,665.42
00014120	E05019	FUENTES, DIANA	11/03/2022	\$380.59
00014121	E04481	GARCIA, JARED D	11/03/2022	\$433.26
00014122	E04253	GARCIA, VANESSA L	11/03/2022	\$83.04
00014123	E05069	GARCIA, VERONICA	11/03/2022	\$273.33
00014124	E03337	GODDARD, JENNIFER DANIELLE	11/03/2022	\$2,762.35
00014125	E03877	GOMEZ, STEVEN E	11/03/2022	\$911.30
00014126	E04982	GONZALEZ, KATHERYN	11/03/2022	\$742.63
00014127	E00940	GRANT, JACOB R	11/03/2022	\$2,564.63
00014128	E04967	HASHEMI, SETAREH	11/03/2022	\$586.00
00014129	E05032	LEE, JASON J	11/03/2022	\$339.07
00014130	E04682	LOPEZ, KALYSTA N	11/03/2022	\$131.48
00014131	E03603	MA AE, ELAINE M	11/03/2022	\$3,464.29
00014132	E01552	MEDINA, JESUS	11/03/2022	\$1,875.42
00014133	E00455	MEDINA, JUAN	11/03/2022	\$2,424.11
00014134	E04925	MENDOZA, JESSICA	11/03/2022	\$304.47
00014135	E05038	MILLER, RUBY C	11/03/2022	\$69.20
00014136	E02808	MONTANCHEZ, JOHN A	11/03/2022	\$5,673.47
00014137	E04947	NGUYEN, ALEXANDER H	11/03/2022	\$297.55
00014138	E04391	NICHOLAS, NOEL N	11/03/2022	\$1,447.94
00014139	E04931	NODAL, NATALIE	11/03/2022	\$200.67
00014140	E00785	OCADIZ HERNANDEZ, GABRIELA	11/03/2022	\$3,581.37
00014141	E04965	ORDUNO, SAMANTHA	11/03/2022	\$572.01
00014142	E03881	PANGAN, CHRISTIAN	11/03/2022	\$170.48
00014143	E03361	PELAYO, JANET E	11/03/2022	\$3,923.44
00014144	E04777	PHAN, EDOUARD T	11/03/2022	\$378.74

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00014145	E04463	PUILOA, SHADY S	11/03/2022	\$451.36
00014146	E02754	REYNOSO, SUGEIRY	11/03/2022	\$2,661.87
00014147	E04646	RIVERA, CATIA J	11/03/2022	\$103.80
00014148	E03362	ROMERO, MARINA Y	11/03/2022	\$2,097.94
00014149	E04684	ROSALES, MARIA D	11/03/2022	\$535.34
00014150	E04614	ROSAS, TANYA	11/03/2022	\$281.30
00014151	E05025	SABGA, INGRID D	11/03/2022	\$1,249.75
00014152	E04620	SALDIVAR, DIANA	11/03/2022	\$138.40
00014153	E01893	SAUCEDO, DANA MARIE	11/03/2022	\$2,454.23
00014154	E00925	SCHLUMBERGER, EMERON J	11/03/2022	\$1,071.89
00014155	E04926	SERNA, SAMANTHA M	11/03/2022	\$193.75
00014156	E05016	SIERRA, AILEEN S	11/03/2022	\$534.71
00014157	E04795	SIEVE, MYCHAELELLA J	11/03/2022	\$221.88
00014158	E03895	SMITH, REBECCA S	11/03/2022	\$347.46
00014159	E04376	SMITH, SARAH L	11/03/2022	\$257.66
00014160	E05030	TRIGGS, MARY SHANNON	11/03/2022	\$123.31
00014161	E04924	TU, KATHY	11/03/2022	\$76.12
00014162	E01396	VALDIVIA, CLAUDIA	11/03/2022	\$3,475.18
00014163	E00015	VAN SICKLE, JEFFREY	11/03/2022	\$2,714.18
00014164	E04687	VARGAS, SAMANTHA B	11/03/2022	\$489.20
00014165	E05046	VARGAS-CABRERA, ARMANDO	11/03/2022	\$534.71
00014166	E05017	VARGAS-SERNA, KELLY	11/03/2022	\$363.28
00014167	E04118	VENCES, DAISY O	11/03/2022	\$83.63
00014168	E03085	VICTORIA, PAUL E	11/03/2022	\$1,513.09
00014169	E05018	VILLEGAS, MIA A	11/03/2022	\$166.08
00014170	E04609	VIRAMONTES, JACOB D	11/03/2022	\$622.23
00014171	E04274	WILMES, DAVID M	11/03/2022	\$575.01
00014172	E03819	ALAMILLO, MARCOS R	11/03/2022	\$3,480.15
00014173	E03712	ALARCON, CLAUDIA	11/03/2022	\$3,569.94
00014174	E05029	ALARID, DAVID M	11/03/2022	\$1,885.69
00014175	E03616	ALCARAZ, MARIA A	11/03/2022	\$2,132.37
00014176	E00121	ALLISON, WILLIAM	11/03/2022	\$8,136.29
00014177	E04873	ALVARADO, MADELINE M	11/03/2022	\$2,044.44
00014178	E04080	ALVAREZ BROWN, RICHARD A	11/03/2022	\$3,376.71
00014179	E05028	AMAYA, JOSE J	11/03/2022	\$1,886.90

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00014180	E03011	ANDERSON, BOBBY B	11/03/2022	\$3,650.08
00014181	E05040	ARCHULETA, ANDREW M	11/03/2022	\$1,551.38
00014182	E01234	ARELLANO, PEDRO R	11/03/2022	\$4,228.43
00014183	E04875	ARROYO, SANDRA M	11/03/2022	\$2,051.45
00014184	E04497	ASHBAUGH, TIMOTHY R	11/03/2022	\$2,856.59
00014185	E03397	ASHBY, PAUL W	11/03/2022	\$3,572.77
00014186	E04719	ATWOOD, MARIA S	11/03/2022	\$2,396.15
00014187	E04613	AVALOS JR, FRANCISCO	11/03/2022	\$2,533.90
00014188	E04550	BAEK, SHARON S	11/03/2022	\$2,496.97
00014189	E05062	BAEZ, JASMIN	11/03/2022	\$507.92
00014190	E04209	BAINTO, JUDY A	11/03/2022	\$605.65
00014191	E04778	BAKER, COLLIN E	11/03/2022	\$2,964.12
00014192	E03005	BANKSON, JOHN F	11/03/2022	\$4,021.96
00014193	E04645	BARRAZA, RENE	11/03/2022	\$26,345.32
00014194	E05041	BARRIOS-ROA, JAYDE D.	11/03/2022	\$1,791.77
00014195	E04432	BEHZAD, JOSHUA K	11/03/2022	\$2,866.41
00014196	E04951	BELLO, ANGELICA	11/03/2022	\$1,750.94
00014197	E03006	BELTHIUS, LISA A	11/03/2022	\$487.58
00014198	E04976	BELTHIUS, TYLER E	11/03/2022	\$497.42
00014199	E04753	BERENGER, BEAU A	11/03/2022	\$3,984.58
00014200	E03296	BERESFORD, EVAN S	11/03/2022	\$4,084.11
00014201	E01604	BERLETH, RYAN S	11/03/2022	\$2,213.78
00014202	E03443	BLUM, JAMES A	11/03/2022	\$2,979.03
00014203	E04149	BOGUE, SUMMER A	11/03/2022	\$2,653.20
00014204	E03363	BOWEN, GENA M	11/03/2022	\$2,295.73
00014205	E04767	BOWMAN, TROY F	11/03/2022	\$2,686.70
00014206	E04963	BOYENS III, ROBERT	11/03/2022	\$3,858.34
00014207	E00946	BRAME, KAREN D	11/03/2022	\$2,205.63
00014208	E04803	BRANTNER, BRITTANEE N	11/03/2022	\$1,805.91
00014209	E03380	BROWN, JEFFREY A	11/03/2022	\$4,597.33
00014210	E03968	BRUNICK, CARISSA L	11/03/2022	\$1,531.89
00014211	E05074	BUJANONDA, CHANON	11/03/2022	\$2,693.72
00014212	E02031	BURILLO, RICHARD O	11/03/2022	\$5,651.48
00014213	E03972	BUSTILLOS, RYAN V	11/03/2022	\$4,281.75
00014214	E03964	CAMARA, DANIEL A	11/03/2022	\$2,813.40

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00014215	E04074	CAMPOS, JESENIA	11/03/2022	\$2,225.21
00014216	E03739	CAPPS, THOMAS A	11/03/2022	\$4,783.50
00014217	E05002	CARBALLO, MILTON A	11/03/2022	\$2,397.84
00014218	E02372	CENTENO, JUAN C	11/03/2022	\$5,562.47
00014219	E03607	CHANG, DAVID Y H	11/03/2022	\$5,893.62
00014220	E04867	CHAPPELL, SHYLER R.D.	11/03/2022	\$2,193.36
00014221	E03481	CHAURAN HAIRGROVE, TAMMY L	11/03/2022	\$2,214.35
00014222	E04498	CHEATHAM, JEROME L	11/03/2022	\$3,026.60
00014223	E01541	CHO, HAN J	11/03/2022	\$4,813.92
00014224	E03423	CHOWDHURY, JACINTA F	11/03/2022	\$1,838.68
00014225	E04414	CHUNG, RANDY G	11/03/2022	\$223.06
00014226	E00003	CIBOSKY, COURTNEY P	11/03/2022	\$3,361.02
00014227	E04539	CLASBY JR, BRIAN M	11/03/2022	\$558.37
00014228	E04872	CORNETT, KRISTINA L	11/03/2022	\$2,203.34
00014229	E04832	CORTEZ JR, DARRYL B	11/03/2022	\$2,971.69
00014230	E04666	CORTEZ, JULIO C	11/03/2022	\$3,501.76
00014231	E01796	COULTER, GARY L	11/03/2022	\$2,957.38
00014232	E04555	CRUZ, REYNA	11/03/2022	\$2,124.23
00014233	E01364	DALTON, BRIAN D	11/03/2022	\$3,913.33
00014234	E04874	DANG, JOHN	11/03/2022	\$759.11
00014235	E01968	DARE, THOMAS R	11/03/2022	\$9,449.29
00014236	E04503	DAVILA, ISAAC	11/03/2022	\$2,731.43
00014237	E04431	DE ALMEIDA LOPES, NICHOLAS A	11/03/2022	\$3,498.78
00014238	E04731	DE PADUA, TANNER C	11/03/2022	\$2,719.78
00014239	E03691	DELGADO JR, JUAN L	11/03/2022	\$4,815.16
00014240	E03395	DIX, JENNIFER A	11/03/2022	\$3,235.56
00014241	E02313	DOSCHER, RONALD A	11/03/2022	\$3,378.44
00014242	E04586	DOVEAS, CHRISTOPHER C	11/03/2022	\$558.82
00014243	E04281	DRISCOLL, RUSSELL B	11/03/2022	\$2,692.46
00014244	E04844	DUARTE, TAYLOR M	11/03/2022	\$3,261.67
00014245	E04720	DUDLEY, BROD D	11/03/2022	\$2,470.90
00014246	E03625	EARLE, CHRISTOPHER M	11/03/2022	\$3,365.21
00014247	E03740	EL FARRA, AMIR A	11/03/2022	\$4,763.60
00014248	E03927	ELHAMI, MICHAEL K	11/03/2022	\$4,549.08
00014249	E03933	ELIZONDO, BENJAMIN M	11/03/2022	\$3,762.48

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00014250	E04016	ELIZONDO, FLOR DE LIS	11/03/2022	\$2,364.13
00014251	E01598	ELSOUSOU, HELENA	11/03/2022	\$3,409.29
00014252	E02734	ESCALANTE, OTTO J	11/03/2022	\$6,378.88
00014253	E04334	ESCOBEDO, JOSHUA N	11/03/2022	\$3,400.47
00014254	E02724	ESTLOW, STEPHEN C	11/03/2022	\$3,149.55
00014255	E04358	ESTRADA MONSANTO, MICHELLE N	11/03/2022	\$2,996.76
00014256	E04748	FAJARDO, JESUS	11/03/2022	\$0.00
00014257	E04303	FERREIRA JR, HECTOR	11/03/2022	\$2,431.45
00014258	E01663	FERRIN, KORY C	11/03/2022	\$4,128.57
00014259	E03976	FIGUEREDO, GEORGE R	11/03/2022	\$4,308.07
00014260	E04774	FLINN, PATRICIA C	11/03/2022	\$2,836.74
00014261	E02887	FOSTER, VICTORIA M	11/03/2022	\$1,574.75
00014262	E04033	FRANCISCO, KATHERINE M	11/03/2022	\$2,177.82
00014263	E02963	FRANKS, JAMES D	11/03/2022	\$3,903.27
00014264	E04747	FRESENIUS, ROBERT D	11/03/2022	\$2,657.10
00014265	E00903	FRUTOS, VERONICA	11/03/2022	\$2,170.93
00014266	E04729	GARCIA, JOSEPH A	11/03/2022	\$3,515.97
00014267	E03086	GARCIA, PETE	11/03/2022	\$5,697.45
00014268	E03659	GARNER, AMANDA B	11/03/2022	\$1,083.90
00014269	E02606	GEORGE, DAVID L	11/03/2022	\$2,293.94
00014270	E04351	GERDIN, MICHAEL E	11/03/2022	\$2,981.68
00014271	E04542	GIFFORD, ROBERT J	11/03/2022	\$3,166.68
00014272	E04658	GIRGENTI, BRIAN C	11/03/2022	\$3,772.33
00014273	E04401	GLEASON, SEAN M	11/03/2022	\$5,092.27
00014274	E04917	GOMEZ, JESUS	11/03/2022	\$2,870.58
00014275	E04863	GONZALEZ JR, GONZALO	11/03/2022	\$3,075.19
00014276	E05003	HA, DANNY	11/03/2022	\$2,670.93
00014277	E04732	HADDEN, TRAVIS J	11/03/2022	\$3,026.73
00014278	E04787	HALEY, KYLE N	11/03/2022	\$3,220.36
00014279	E03527	HALLER, TROY	11/03/2022	\$4,856.02
00014280	E03402	HEINE, STEVEN H	11/03/2022	\$5,317.91
00014281	E02469	HERRERA, JOSE D	11/03/2022	\$4,027.78
00014282	E04244	HINGCO, PINKY C	11/03/2022	\$2,834.24
00014283	E03713	HOLLOWAY, WILLIAM T	11/03/2022	\$4,090.85
00014284	E04739	HOWARD, JASON A	11/03/2022	\$4,319.04

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00014285	E04654	HURLEY, KIRK P	11/03/2022	\$2,304.37
00014286	E04089	HUTCHINS, DONALD J	11/03/2022	\$3,755.77
00014287	E03815	HUYNH, AI KELLY	11/03/2022	\$2,372.50
00014288	E03559	HUYNH, THI A	11/03/2022	\$3,029.05
00014289	E04915	ITURRALDE, JENNIFER L	11/03/2022	\$1,056.17
00014290	E04583	JENSEN, MICHAEL J	11/03/2022	\$4,701.86
00014291	E02935	JENSEN, NICKOLAS K	11/03/2022	\$9,832.06
00014292	E04587	JIMENEZ JR, EFRAIN A	11/03/2022	\$23,702.43
00014293	E04781	JIMENEZ TAVAREZ, SERGIO J	11/03/2022	\$2,682.69
00014294	E04655	JOHNSON, CODY M	11/03/2022	\$2,866.04
00014295	E03368	JOHNSON, JASON L	11/03/2022	\$4,767.85
00014296	E03831	JORDAN, GERALD F	11/03/2022	\$9,201.94
00014297	E04610	JORDAN, VICTORIA A	11/03/2022	\$226.11
00014298	E04559	KELLEY, KRISTOFER D	11/03/2022	\$2,948.08
00014299	E04353	KEUILIAN, SHELBY	11/03/2022	\$2,148.76
00014300	E04663	KIM, CHAD B	11/03/2022	\$2,577.60
00014301	E04641	KIM, EDWARD K	11/03/2022	\$1,023.45
00014302	E04538	KIMBERLY, ALLYSON L	11/03/2022	\$1,998.59
00014303	E03932	KIVLER, ROBERT J	11/03/2022	\$3,223.53
00014304	E03389	KOLANO, JOSEPH L	11/03/2022	\$3,307.46
00014305	E03294	KOVACS, LEA K	11/03/2022	\$3,249.35
00014306	E05000	KOVACS, TIMOTHY M	11/03/2022	\$2,951.81
00014307	E04669	KOVACS, TIMOTHY P	11/03/2022	\$5,801.86
00014308	E03484	KUNKEL, PETER M	11/03/2022	\$3,509.45
00014309	E04804	LADD, LAUREN M	11/03/2022	\$3,058.40
00014310	E04857	LANG, MICHAEL J	11/03/2022	\$3,144.53
00014311	E03511	LAZENBY, NICHOLAS A	11/03/2022	\$5,688.25
00014312	E04877	LE, BAO TINH THI	11/03/2022	\$2,023.52
00014313	E04021	LEE, RAPHAEL M	11/03/2022	\$3,172.76
00014314	E04970	LEIVA, EDUARDO C	11/03/2022	\$5,152.50
00014315	E03488	LEYVA, ERICK	11/03/2022	\$4,256.15
00014316	E04541	LINK, DEREK M	11/03/2022	\$4,909.44
00014317	E00030	LOERA JR, RAFAEL	11/03/2022	\$4,913.00
00014318	E05033	LOFFLER, CHARLES H	11/03/2022	\$4,004.90
00014319	E02645	LOPEZ, DAVID	11/03/2022	\$3,562.52

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00014320	E05066	LORD, MARK A	11/03/2022	\$4,331.58
00014321	E04581	LOWEN, BRADLEY A	11/03/2022	\$3,188.50
00014322	E04761	LUCATERO, JESSE A	11/03/2022	\$3,077.93
00014323	E00027	LUKAS, STEVEN W	11/03/2022	\$2,320.23
00014324	E04048	LUX, ROBERT D	11/03/2022	\$2,349.11
00014325	E03663	LUX, RYAN M	11/03/2022	\$7,021.57
00014326	E04772	LY, LINDALINH THU	11/03/2022	\$1,917.60
00014327	E04661	MACHUCA, ROBERTO	11/03/2022	\$3,420.14
00014328	E03752	MACY, TAYLOR A	11/03/2022	\$3,262.75
00014329	E04532	MANIACI, GIANLUCA F	11/03/2022	\$3,426.64
00014330	E04435	MARCHAND, MATTHEW P	11/03/2022	\$7,075.74
00014331	E01359	MARTINEZ JR, MARIO	11/03/2022	\$4,657.57
00014332	E04974	MARTINEZ, JUANITA PATRICIA	11/03/2022	\$2,535.11
00014333	E02792	MATA, RAQUEL D	11/03/2022	\$1,085.92
00014334	E04656	MAZON, JORGE L	11/03/2022	\$2,607.90
00014335	E02796	MCFARLANE, MARIA C	11/03/2022	\$2,523.28
00014336	E06761	MEEKS, REBECCA S	11/03/2022	\$3,163.45
00014337	E03826	MEERS, BRYAN J	11/03/2022	\$4,329.30
00014338	E02655	MENDOZA CAMPOS, MELISSA	11/03/2022	\$3,097.44
00014339	E04402	MERRILL, KENNETH E	11/03/2022	\$639.66
00014340	E03965	MIHALIK, DANNY J	11/03/2022	\$4,054.34
00014341	E04840	MONTOYA, DAWN M	11/03/2022	\$2,056.60
00014342	E04865	MORIN, LINDA M	11/03/2022	\$5,608.99
00014343	E04352	MORSE, JEREMY N	11/03/2022	\$4,761.16
00014344	E01940	MORTON, NATHAN D	11/03/2022	\$3,616.55
00014345	E04454	MOSER, MICHAEL A	11/03/2022	\$2,253.05
00014346	E03929	MURILLO JR, RAUL	11/03/2022	\$4,094.34
00014347	E04626	MURO, JASON M	11/03/2022	\$5,282.61
00014348	E04577	MUSCHETTO, PATRICK J	11/03/2022	\$5,123.05
00014349	E03422	NADOLSKI, THOMAS R	11/03/2022	\$2,251.23
00014350	E04111	NEELY, JACOB J	11/03/2022	\$2,079.01
00014351	E02813	NGUYEN, TRINA T	11/03/2022	\$1,965.35
00014352	E04540	NIKOLIC, ADAM C	11/03/2022	\$4,969.07
00014353	E05054	NUNEZ, BREANNE S	11/03/2022	\$1,648.14
00014354	E03350	OLIVO, JOSHUA T	11/03/2022	\$4,001.75

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00014355	E04035	ORTIZ, STEVEN TRUJILLO	11/03/2022	\$3,008.70
00014356	E03427	PANELLA, JOSEPH N	11/03/2022	\$11,154.06
00014357	E04910	PAQUA, BRANDON J	11/03/2022	\$2,233.54
00014358	E01948	PARK, BRANDY J	11/03/2022	\$3,347.01
00014359	E02995	PAYAN, CRISTINA V	11/03/2022	\$3,200.23
00014360	E00824	PAYAN, LUIS A	11/03/2022	\$25,675.48
00014361	E04843	PEREZ, EMMANUEL	11/03/2022	\$5,022.30
00014362	E00145	PERKINS, JASON S	11/03/2022	\$4,787.25
00014363	E04429	PHAM, PHILLIP H	11/03/2022	\$3,625.63
00014364	E06938	PLUARD, DOUGLAS A	11/03/2022	\$4,239.02
00014365	E03299	POLOPEK, COREY T	11/03/2022	\$3,705.53
00014366	E05050	QUANG, DENNIS	11/03/2022	\$2,640.90
00014367	E04788	QUIROZ, LUIS A	11/03/2022	\$2,575.48
00014368	E03967	RAMIREZ OROZCO, SINDY	11/03/2022	\$170.15
00014369	E04955	RAMIREZ, KAYLYN C	11/03/2022	\$1,758.97
00014370	E03390	RAMIREZ, LUIS F	11/03/2022	\$3,965.22
00014371	E05021	RAMIREZ, TERRA M	11/03/2022	\$3,850.09
00014372	E05049	RAMOS, DAVID N	11/03/2022	\$3,175.63
00014373	E04914	RAMOS, RODOLFO B	11/03/2022	\$497.42
00014374	E03217	RANEY, JOHN E	11/03/2022	\$4,729.90
00014375	E04941	RASMUSSEN, TRENTON L	11/03/2022	\$2,265.32
00014376	E04659	REED, THOMAS S	11/03/2022	\$4,282.75
00014377	E03486	REYES, RON A	11/03/2022	\$3,259.96
00014378	E04911	RICHARDS, BRYANT D	11/03/2022	\$2,284.22
00014379	E04437	RICHMOND, RYAN R	11/03/2022	\$3,006.60
00014380	E04860	ROCHA, RUDY A	11/03/2022	\$497.42
00014381	E04738	RODRIGUEZ, DANIEL	11/03/2022	\$3,091.86
00014382	E04082	RODRIGUEZ, JENNIFER M	11/03/2022	\$2,347.93
00014383	E05001	RODRIGUEZ, RYAN ELIJAH	11/03/2022	\$4,215.29
00014384	E04438	ROGERS, CHRISTIN E	11/03/2022	\$3,347.48
00014385	E04385	ROJAS, ASHLEY C	11/03/2022	\$2,480.32
00014386	E04507	ROMBOUGH, JENNIFER V	11/03/2022	\$2,065.35
00014387	E04552	RUZIECKI, ERIC T	11/03/2022	\$3,704.88
00014388	E02845	SALAZAR, SEAN M	11/03/2022	\$3,077.79
00014389	E04845	SALGADO JR., ALFREDO	11/03/2022	\$7,990.05

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00014390	E03297	SAMOFF, TANYA L	11/03/2022	\$2,922.48
00014391	E02646	SANTANA, LINO G	11/03/2022	\$8,727.75
00014392	E03035	SEYMOUR, SUSAN A I	11/03/2022	\$2,716.13
00014393	E04282	SHELGREY, CHRISTOPHER M	11/03/2022	\$4,862.56
00014394	E04616	SHIPLEY, AARON T	11/03/2022	\$2,825.43
00014395	E02937	SHORROW, NICOLE D	11/03/2022	\$3,075.44
00014396	E04864	SILVA, LEVI JOENIEL	11/03/2022	\$2,842.65
00014397	E04576	SIMONS, SHAYLEN L	11/03/2022	\$3,615.54
00014398	E04934	SLETTVET, HEATHER P	11/03/2022	\$2,231.49
00014399	E02587	SOSEBEE, DANNY J	11/03/2022	\$2,464.98
00014400	E03563	SPELLMAN, MARSHA D	11/03/2022	\$2,554.62
00014401	E04500	STAAL, GAREY D	11/03/2022	\$3,616.83
00014402	E03218	STARNES, CHARLES W	11/03/2022	\$5,386.52
00014403	E03761	STEPHENSON III, ROBERT M	11/03/2022	\$4,741.74
00014404	E04584	STROUD, BRIAN T	11/03/2022	\$5,069.68
00014405	E02979	TESSIER, PAUL M	11/03/2022	\$4,293.56
00014406	E04449	TRAN, SPENCER T	11/03/2022	\$2,661.80
00014407	E02982	VAICARO, VINCENTE J	11/03/2022	\$4,387.33
00014408	E03053	VALENCIA, EDGAR	11/03/2022	\$3,801.67
00014409	E04667	VAUGHN, CALEB I	11/03/2022	\$420.82
00014410	E04977	VAZQUEZ, BRIAN M	11/03/2022	\$497.42
00014411	E04434	VELLANOWETH, KIMBRA S	11/03/2022	\$2,172.53
00014412	E04903	VIGIL, DANIEL C	11/03/2022	\$2,654.39
00014413	E03022	VU, TUONG-VAN NGUYEN	11/03/2022	\$3,578.36
00014414	E04730	VU, TYLER D	11/03/2022	\$387.51
00014415	E01905	WAINWRIGHT, JONATHAN B	11/03/2022	\$4,016.87
00014416	E03220	WARDLE, DENNIS	11/03/2022	\$3,696.53
00014417	E03213	WARDLE, SANTA	11/03/2022	\$2,225.84
00014418	E04758	WEYKER, CRYSTAL L	11/03/2022	\$2,598.45
00014419	E03930	WHITNEY, CHERYL L	11/03/2022	\$1,935.60
00014420	E03305	WIMMER, ROYCE C	11/03/2022	\$6,696.83
00014421	E04762	WREN, DANIELLE E	11/03/2022	\$2,767.79
00014422	E04763	WRIGHT, SARAH A	11/03/2022	\$3,037.59
00014423	E04856	XU, DUO	11/03/2022	\$2,887.74
00014424	E03543	YELENSKY, SHANNON M	11/03/2022	\$1,891.27

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00014425	E04156	YERGLER, JOHN J	11/03/2022	\$4,530.48
00014426	E04722	YNIGUEZ, COLE A	11/03/2022	\$2,309.10
00014427	E01978	ZMIJA, ADAM D	11/03/2022	\$5,068.40
00014428	E04517	AGUIRRE, ALFRED J	11/03/2022	\$3,720.58
00014429	E01626	AGUIRRE, ANSELMO	11/03/2022	\$2,609.54
00014430	E04451	AGUIRRE, ANTHONY U	11/03/2022	\$354.77
00014431	E04631	ANDREI, IOAN	11/03/2022	\$1,127.29
00014432	E04678	BABINSKI IV, SYLVESTER A	11/03/2022	\$2,058.85
00014433	E04336	BECERRA, RODOLPHO M	11/03/2022	\$2,528.74
00014434	E04972	BECERRA-SAMANIEGO JR, GABRIEL	11/03/2022	\$2,117.11
00014435	E04770	BELL, DONEISHA L	11/03/2022	\$839.80
00014436	E01255	BOS, MICHAEL C	11/03/2022	\$2,265.29
00014437	E04650	BUCHLER, RAYMOND A	11/03/2022	\$1,623.99
00014438	E01584	CANDELARIA, DANIEL J	11/03/2022	\$4,556.00
00014439	E04300	CANO, EDGAR A	11/03/2022	\$2,488.94
00014440	E03828	CANTRELL, JEFFREY G	11/03/2022	\$2,293.78
00014441	E05063	CARRILLO, GEORGE	11/03/2022	\$2,459.56
00014442	E03811	CARRISOZA, ALBERT J	11/03/2022	\$2,456.67
00014443	E00916	CARTER, PHILLIP J	11/03/2022	\$3,434.91
00014444	E04869	CHAVEZ, DAMIAN JESUS	11/03/2022	\$569.53
00014445	E04551	CONTRERAS, GABRIELA R	11/03/2022	\$2,161.73
00014446	E03518	COTTON, JULIE T	11/03/2022	\$1,860.34
00014447	E03807	DE LA ROSA, VINCENT L	11/03/2022	\$3,215.78
00014448	E03736	DIBAJ, KAMYAR	11/03/2022	\$3,759.52
00014449	E02515	DUVALL, RICK L	11/03/2022	\$2,937.05
00014450	E04514	ESPINOZA, ERIC M	11/03/2022	\$2,018.34
00014451	E03733	ESPINOZA, JULIA	11/03/2022	\$1,317.70
00014452	E05957	FERNANDEZ, ARYANA C	11/03/2022	\$333.24
00014453	E03405	FERNANDEZ, CECELIA A	11/03/2022	\$1,293.41
00014454	E04997	FLORES, ANTHONY	11/03/2022	\$721.01
00014455	E04990	FLORES, MITCHELL C	11/03/2022	\$733.54
00014456	E00558	FREGOSO, ALICE K	11/03/2022	\$2,192.42
00014457	E05037	GAINES, JEFFREY S	11/03/2022	\$740.66
00014458	E05010	GALVAN, EDGAR	11/03/2022	\$961.00
00014459	E04754	GARCIA, ALICIA R	11/03/2022	\$1,681.08

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00014460	E04677	GIROUARD, CASEY G	11/03/2022	\$1,921.86
00014461	E04629	GOMEZ, DIANA	11/03/2022	\$1,068.06
00014462	E03341	GONZALEZ, JORGE	11/03/2022	\$1,248.71
00014463	E04473	GOUNTOUMA, SOUMELIA K	11/03/2022	\$2,485.54
00014464	E03400	GREENE, MICHAEL R	11/03/2022	\$2,169.61
00014465	E03685	GUZMAN, JESSE	11/03/2022	\$3,278.78
00014466	E04299	HANSEN, AARON R	11/03/2022	\$1,973.07
00014467	E03523	HARO, GLORIA A	11/03/2022	\$1,261.82
00014468	E03759	HERNANDEZ, HERMILO	11/03/2022	\$0.00
00014469	E04622	HOFER, ALICIA M	11/03/2022	\$2,097.90
00014470	E02874	HOLMON III, ALBERT J	11/03/2022	\$4,040.41
00014471	E04347	HSIEH, NICOLAS C	11/03/2022	\$3,950.24
00014472	E03588	HUYNH, HUY HOA	11/03/2022	\$2,433.50
00014473	E04831	ILFELD, MATTHEW D	11/03/2022	\$1,519.56
00014474	E01907	JACOT, ROSEMARIE	11/03/2022	\$2,348.60
00014475	E04296	JOHNSON, ERIC W	11/03/2022	\$2,007.23
00014476	E04979	JURADO, MICHAEL	11/03/2022	\$1,278.69
00014477	E04470	KAYLOR, BRENT	11/03/2022	\$2,498.96
00014478	E04728	KHALIL, MARK M	11/03/2022	\$2,176.34
00014479	E04382	KWIATKOWSKI, BRYAN D	11/03/2022	\$1,959.45
00014480	E04769	LAMAS, LEONEL A	11/03/2022	\$1,051.11
00014481	E03813	LEWIS, SHAN L	11/03/2022	\$2,851.87
00014482	E03301	LEYVA, RAUL	11/03/2022	\$3,188.63
00014483	E05006	MARQUEZ, STEVEN ADAM	11/03/2022	\$748.76
00014484	E05364	MARU, NAVIN B	11/03/2022	\$3,639.49
00014485	E04665	MEJIA, DIEGO A	11/03/2022	\$2,383.29
00014486	E03493	MENDEZ, RIGOBERTO	11/03/2022	\$2,201.96
00014487	E04998	MENDOZA, LAURA	11/03/2022	\$1,008.39
00014488	E04724	MOORE, DOUGLAS A	11/03/2022	\$2,364.20
00014489	E04827	MORELAND, ANDREW J	11/03/2022	\$1,707.16
00014490	E04222	MOSS, DANIEL C	11/03/2022	\$800.70
00014491	E01243	MURRAY JR, WILLIAM E	11/03/2022	\$7,416.47
00014492	E04634	NAVARRO, JUAN C	11/03/2022	\$2,869.60
00014493	E04969	ORNELLAS, MICHAEL	11/03/2022	\$1,202.47
00014494	E03378	ORTIZ, STEVEN T	11/03/2022	\$2,573.63

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00014495	E04999	ORTUNO, ANIBAL	11/03/2022	\$1,962.01
00014496	E03754	PINKSTON, RICHARD L	11/03/2022	\$2,695.55
00014497	E04567	POWELL, AUSTIN H	11/03/2022	\$2,469.15
00014498	E03799	QUIROZ, ROLANDO	11/03/2022	\$3,024.09
00014499	E05031	RAMIREZ, AACIN	11/03/2022	\$2,030.70
00014500	E04572	REED, MELVIN P	11/03/2022	\$1,802.55
00014501	E02058	REYES, DELFRADO C	11/03/2022	\$1,309.65
00014502	E04295	ROBLES, RAFAEL	11/03/2022	\$2,054.10
00014503	E04563	RODRIGUEZ, ADRIANNA M	11/03/2022	\$1,241.63
00014504	E05004	RUELAS, SERGIO	11/03/2022	\$642.70
00014505	E04289	SALDIVAR, RICARDO	11/03/2022	\$1,540.65
00014506	E04505	SANTOS, MICHAEL F	11/03/2022	\$3,503.95
00014507	E04215	SMOUSE, TREVOR G	11/03/2022	\$2,538.49
00014508	E04836	SOTO, WILLIAM A	11/03/2022	\$2,140.50
00014509	E03091	SUDDUTH, STEPHEN D	11/03/2022	\$2,939.25
00014510	E01625	TAPIA, LUIS A	11/03/2022	\$2,907.79
00014511	E04756	TARIN, ALEXIS P	11/03/2022	\$2,214.91
00014512	E03239	TAUANU U, STEVE J	11/03/2022	\$2,114.30
00014513	E04773	THURMAN JR, EDWIN O	11/03/2022	\$1,071.76
00014514	E08679	THURMAN, RODERICK	11/03/2022	\$1,860.32
00014515	E03480	TRIMBLE, EMILY H	11/03/2022	\$2,217.33
00014516	E04825	TRUJILLO, JOSEPH E	11/03/2022	\$1,568.37
00014517	E02482	UPHUS, MARK P	11/03/2022	\$5,035.23
00014518	E03681	VASQUEZ, JOSE A	11/03/2022	\$3,498.18
00014519	E02942	VERA, EVARISTO	11/03/2022	\$2,066.44
00014520	E03727	VERGARA NEAL, ANA G	11/03/2022	\$3,023.32
00014521	E03670	VITALI, SUSAN	11/03/2022	\$347.10
00014522	E01580	VU, DAI C	11/03/2022	\$4,408.71
00014523	E04362	VU, KHANG L	11/03/2022	\$3,292.67
00014524	E03414	WILLIAMS, HILLARD J	11/03/2022	\$237.07
00014525	E04006	WILLIAMS, RICHARD L	11/03/2022	\$2,589.30
00014526	E05023	YNIGUEZ, KARISSA N	11/03/2022	\$2,378.75
00014527	E03436	ZIEGLER, RICK S	11/03/2022	\$544.21
00014528	E03917	ALLEN, CHRISTOPHER L	11/03/2022	\$118.44
00014529	E04163	AMBRIZ GARCIA, EDWARD D	11/03/2022	\$1,485.47

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00014530	E04784	BANUELOS, ALEJANDRO	11/03/2022	\$3,719.07
00014531	E04063	BERGER, JAN	11/03/2022	\$2,546.34
00014532	E00651	BERMUDEZ, ROBERT P	11/03/2022	\$3,439.48
00014533	E03495	BLAS, VICTOR T	11/03/2022	\$3,148.90
00014534	E00070	CANNON, TIM P	11/03/2022	\$4,146.44
00014535	E04365	DAN, CARINA M	11/03/2022	\$2,576.66
00014536	E04440	DAVIS, RYAN H	11/03/2022	\$1,921.42
00014537	E03051	DIEMERT, RONALD W	11/03/2022	\$2,571.43
00014538	E02718	ESCOBAR, CHRIS N	11/03/2022	\$3,466.90
00014539	E03688	GLENN, JEREMY J	11/03/2022	\$379.36
00014540	E01618	GOMEZ, JOSE	11/03/2022	\$2,211.90
00014541	E02701	GONZALEZ, ALEJANDRO	11/03/2022	\$4,400.82
00014542	E03763	GRIFFIN, LARRY	11/03/2022	\$2,654.14
00014543	E04828	GUERRERO, MICHAEL V	11/03/2022	\$1,876.63
00014544	E04018	HAENDIGES, ROBERT A	11/03/2022	\$3,536.17
00014545	E03575	HART, RYAN S	11/03/2022	\$2,464.99
00014546	E03701	HAYES, WALTER B	11/03/2022	\$3,540.05
00014547	E03399	HOWENSTEIN, FRANK D	11/03/2022	\$2,582.32
00014548	E03406	HUY, EDWARD A	11/03/2022	\$2,494.29
00014549	E04782	JIN, LIYAN	11/03/2022	\$2,484.59
00014550	E03534	KIM, SAMUEL K	11/03/2022	\$4,548.00
00014551	E03254	KIRZHNER, ALLEN G	11/03/2022	\$2,670.47
00014552	E02852	LADNEY, MARK W	11/03/2022	\$2,889.31
00014553	E03988	LI, REBECCA PIK KWAN	11/03/2022	\$3,905.96
00014554	E02063	MA AE, DAVID	11/03/2022	\$2,116.02
00014555	E03249	MANSON, RAQUEL K	11/03/2022	\$2,828.18
00014556	E04837	MARTINEZ, ALFREDO	11/03/2022	\$2,048.48
00014557	E02124	MEISLAHN, TYLER	11/03/2022	\$2,137.37
00014558	E04403	MONTGOMERY, JESSE K	11/03/2022	\$3,885.23
00014559	E04707	MORRIS, JUSTIN M	11/03/2022	\$1,857.10
00014560	E03590	MOYA JR, STEVEN J	11/03/2022	\$2,448.33
00014561	E03519	MURAD, BASIL G	11/03/2022	\$2,541.55
00014562	E03144	NATLAND, KIRK L	11/03/2022	\$1,524.53
00014563	E04291	NGUYEN, DUC TRUNG	11/03/2022	\$2,567.46
00014564	E04904	NGUYEN, LISA	11/03/2022	\$763.92

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00014565	E03221	NICOLAE, CORNELIU	11/03/2022	\$3,227.11
00014566	E04210	NUNES, BRANDON S	11/03/2022	\$1,839.30
00014567	E03923	ORNELAS, ANDREW I	11/03/2022	\$2,710.21
00014568	E03582	ORTEGA, DAVID A	11/03/2022	\$3,297.80
00014569	E03578	PASILLAS, CELESTINO J	11/03/2022	\$3,059.87
00014570	E03170	PEARSON, WILLIAM F	11/03/2022	\$2,498.33
00014571	E04950	PHAM ADA, DYLLAN TUAN ANH	11/03/2022	\$558.76
00014572	E04805	POLIDORI, JESSICA J	11/03/2022	\$3,479.50
00014573	E02500	PORRAS, STEPHEN	11/03/2022	\$3,806.91
00014574	E07590	RUITENSCHILD, LES A	11/03/2022	\$3,537.97
00014575	E03926	RUIZ, JONATHAN	11/03/2022	\$2,451.00
00014576	E07690	SANTOS, ALEXIS	11/03/2022	\$2,010.74
00014577	E07692	SARMIENTO, ADRIAN M	11/03/2022	\$3,097.67
00014578	E04956	SON, TOMMY T	11/03/2022	\$2,296.30
00014579	E04301	TALAMANTES JR, ALBERT	11/03/2022	\$2,296.44
00014580	E04121	TRAN, MINH K	11/03/2022	\$2,423.98
00014581	E08881	VALENZUELA, ALEJANDRO N	11/03/2022	\$4,084.52
00014582	E01882	VIRAMONTES, JESSE	11/03/2022	\$1,944.40
00014583	E04195	WOLLAND, RONALD J	11/03/2022	\$2,301.22
00014584	E09940	YERGENSEN, VICTOR K	11/03/2022	\$3,121.79
00014585	E09954	ZAVALA, JOHN	11/03/2022	\$2,595.44
			Check:	615 \$1,690,015.21
			Total:	615 \$1,690,015.21

PY - Payroll

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00185201	E04994	GREENUP, BREANNA C	11/03/2022	\$908.57
00185202	E05035	NGUYEN, TAN V	11/03/2022	\$49.27
00185203	E00977	BELAIR, DIANE	11/03/2022	\$2,286.88
00185204	E05013	DINH, TIFFANY	11/03/2022	\$124.56
00185205	E04824	PACHECO, LAURA M	11/03/2022	\$154.73
00185206	E05045	VIRAMONTES, KATE E	11/03/2022	\$69.20
00185207	E05070	XOOL VARGAS, RUDY G	11/03/2022	\$83.04
00185208	E05076	XU, CHARLIE	11/03/2022	\$55.36
00185209	E05077	CAGLE, RONALD L	11/03/2022	\$72.51
00185210	E04444	JULIENNE, PATRICK R	11/03/2022	\$3,620.43

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00185211	E05064	FOX, LUCAS	11/03/2022	\$795.36
00185212	E05065	LOMELI, JONATHAN	11/03/2022	\$1,159.56
00185213	E03529	ROCHA, MICHAEL F	11/03/2022	\$2,840.07
00185214	E05067	SANCHEZ, MARTIN	11/03/2022	\$954.84
00185215	E03145	DE LA ROSA, FRANK X	11/03/2022	\$1,877.07
00185216	E03446	JIMENEZ, VIDAL	11/03/2022	\$2,340.84
				Check: 16 \$17,392.29
				Total: 16 \$17,392.29



City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Acceptance of the resignation Date: 11/15/2022
from Planning Commissioner
Dale Soeffner. (*Action Item*)

Attached is the resignation email correspondence from Planning Commissioner Dale Soeffner recommended to be accepted with regret.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resignation email - Dale Soeffner	10/28/2022	Letter	Dale_Soeffner_resignation_from_Planning_Commission.pdf

Planning Commission

From : Dale Soeffner <dsoeffner@msn.com>

Fri, Oct 28, 2022 08:54 AM

Subject : Planning Commission**To :** Steve Jones <jones4gg@gmail.com>, Scott Stiles
<sstiles@ggcity.org>, Lee Marino <leem@ggcity.org>,
Judy Moore <judym@ggcity.org>, cityclerk@ggcity.org

I have served eight years as a commissioner for the city of Garden Grove on the Parks and Recreation, Traffic and Planning commissions.

Councilman and the mayor have term limits. To anyone who would listen I have purposed that commissioners should also have term limits. This would open up to all residents of the city who have an interest a chance to become involved in the process of the workings of the city. Some commissioners have become entrenched in their positions, serving many years thus not allowing the many people on the list of candidates for these positions a chance to serve. Others have used the commission positions as a filler in their resumes for future political positions.

The current term is almost over and the planning commission has not had a meeting in six weeks with the next one just cancelled and only three items on the agenda for the rest of the year

As of Nov. 1 2022 I am putting forth this letter as my resignation from the planning commission. I have several personal commitments to take care of and I fell this will not be of any hardship to the commission

It has been my privilege and honor to serve as a commissioner for the city of Garden Grove where I have deep family roots, where I was raised, where I went to school and where I raised my family

Sincerely,

Dale Soeffner

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Omar Sandoval
Dept.:	City Manager	Dept.:	City Attorney
Subject:	First reading and introduction of an Ordinance adopting the 2022 California Building Standards Codes with modifications	Date:	11/15/2022

OBJECTIVE

To introduce an Ordinance adopting the 2022 Edition of the California Building Standards Codes with certain amendments, and certain related Uniform Construction Codes, including findings supporting the modifications.

BACKGROUND

The State's Health and Safety Code establishes that the Uniform California Building, Fire and related construction Codes (Title 24, California Code of Regulations) as published by the California Building Standards Commission every 3 years, is the applicable codes for occupancies throughout the State. The Building Standards Commission published the 2022 California Building, Fire and related construction Codes earlier this year, and it becomes effective January 1, 2023. During this waiting period, local governments may adopt modifications that impose more restrictive building and fire safety standards when deemed necessary because of local climatic, geological, or topographical conditions, or when the revisions are purely administrative.

DISCUSSION

The attached Ordinance adopts and amends the 2022 Editions of the California Building, Residential, Electrical, Mechanical, Plumbing, Energy, Fire, Existing Building, Green Building, and Referenced Standards Codes, adopted by the State of California; and adopts the 2021 Edition of the International Property Maintenance Code, and the 2021 Edition of the International Swimming Pool and Spa Code. The Building Division of the Community and Economic Development Department and Orange County Fire Authority are recommending changes and modifications to the 2022 California Building Standards Codes.

The proposed modifications are intended to increase safety to life and property from fire and other hazards. Many of the proposed modifications are carried over from previous code adoption and revisions.

After introduction, State law requires that the City Clerk publish a notice of public hearing for two weeks. The City Council is required to hold a public hearing prior to adoption. A public hearing will be scheduled for the Council's regular meeting on December 13, 2022 for second reading and adoption of the ordinance.

FINANCIAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council:

- Conduct first reading and pass the attached ordinance adopting the 2022 California Building Standards Codes with modifications to second reading.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Ordinance Adopting 2022 Building Standards	11/9/2022	Ordinance	GG_ORDINANCE_ADOPTING_2022_BUILDING_STANDARDS_CODES.DOCX

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AMENDING TITLE 18 OF THE GARDEN GROVE MUNICIPAL CODE AND ADOPTING BY REFERENCE THE FOLLOWING PRIMARY CODES WITH CERTAIN AMENDMENTS, DELETIONS, AND ADDITIONS THERETO: CALIFORNIA BUILDING CODE, 2022 EDITION; CALIFORNIA RESIDENTIAL CODE, 2022 EDITION; CALIFORNIA ELECTRICAL CODE, 2022 EDITION; CALIFORNIA MECHANICAL CODE, 2022 EDITION; CALIFORNIA PLUMBING CODE, 2022 EDITION; CALIFORNIA ENERGY CODE, 2022 EDITION; CALIFORNIA FIRE CODE, 2022 EDITION; CALIFORNIA EXISTING BUILDING CODE, 2022 EDITION; CALIFORNIA GREEN BUILDING STANDARDS CODE, 2022 EDITION; CALIFORNIA REFERENCED STANDARDS CODE, 2022 EDITION; AND CERTAIN SECONDARY CODES INCLUDING THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2021 EDITION, AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL; AND THE INTERNATIONAL SWIMMING POOL AND SPA CODE, 2021 EDITION, AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL

City Attorney Summary

This Ordinance adopts and amends the 2022 Editions of the California Building, Residential, Electrical, Mechanical, Plumbing, Energy, Fire, Existing Building, Green Building, and Referenced Standards Codes, adopted by the State of California. This Ordinance further adopts the 2021 Editions of the International Property Maintenance and International Swimming Pool and Spa Codes.

A. RECITALS.

(i) Article 2 of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code (§§ 50022.1 et seq.) authorizes the adoption, by reference, of the California Building Code, 2022 Edition; the California Residential Code, 2022 Edition; the California Electrical Code, 2022 Edition; the California Mechanical Code, 2022 Edition; the California Plumbing Code, 2022 Edition; the California Energy Code, 2022 Edition; the California Fire Code, 2022 Edition; the California Existing Building Code, 2022 Edition; the California Green Building Standards Code, 2022 Edition; and the California Referenced Standards Code, 2022 Edition as adopted into the California Code of Regulations, Title 24, Parts 2 through 6 and Parts 8 through 12 respectively (collectively, the "California Building Standards Code"); the International Property Maintenance Code, 2021 Edition; and the International Swimming Pool and Spa Code, 2021 Edition.

(ii) Pursuant to the provisions of the California Health and Safety Code Section 17958, 17958.5 and 17958.7, it is determined that the amendments of building standards within the California Building Standards Code in this Ordinance are reasonably necessary

because of local climatic, geological, or topographical conditions as more particularly identified in Section 11 of this Ordinance.

(iii) Adoption by reference of those additional Uniform Codes is not subject to Sections 17958, 17958.5 and 17958.7 of the California Health and Safety Code.

(iv) A duly noticed Public Hearing, as required by California Government Code Section 50022.3, has been conducted and concluded prior to the adoption of this Ordinance.

(v) All legal prerequisites to the adoption of this Ordinance have occurred.

B. ORDINANCE

NOW, THEREFORE, the City Council of the City of Garden Grove does hereby find, determine and ordain as follows:

SECTION 1: Title 18 of the Garden Grove Municipal Code, entitled Building Codes and Regulations, of the City of Garden Grove is hereby amended as set forth herein, provided that said amendments shall not apply to, or excuse any violation thereof occurring prior to the effective date of this Ordinance and provided further that the California Building Standards Code and Uniform Codes as adopted by reference and amended by Ordinance No. 2910 of this City shall continue to be applicable to construction for which permits have been issued prior to the effective date of this Ordinance.

SECTION 2: Chapter 18.04 of Title 18 of the Garden Grove Municipal Code is hereby repealed and replaced in its entirety to read as follows:

Chapter 18.04

CODES ADOPTED BY REFERENCE

Section:

18.04.010 Adoption of California Building Standards Codes and Related Model Codes - Filing.

18.04.010 Adoption of California Building Standards Codes and Related Model Codes - Filing.

A. The City Council adopts and incorporates by reference, as though set forth in full in this Section, the following construction codes subject to the modifications set forth in this Title 18:

1. The California Building Code, 2022 Edition, based on the 2021 International Building Code as published by the International Code Council, including Division II of Chapter 1, and appendices H, I and J;

2. The California Residential Code, 2022 Edition, based on the 2021 International Residential Code as published by the International Code Council, including Division II of Chapter 1, and appendices H, J and V;
 3. The California Electrical Code, 2022 Edition, based on the 2020 National Electrical Code as published by the National Fire Protection Association;
 4. The California Mechanical Code, 2022 Edition, based on the 2021 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials, including appendices B and C;
 5. The California Plumbing Code, 2022 Edition, based on the 2021 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, including appendices A, B, C, D, G, H, and I;
 6. The California Energy Code, 2022 Edition, as published by the International Code Council; California Historical Building Code, 2022 Edition, as published by the International Code Council;
 7. The California Fire Code, 2022 Edition, based on the 2021 International Fire Code as published by the International Code Council, including appendices B, BB, C, CC and H;
 8. The California Existing Building Code, 2022 Edition, based on the 2021 International Existing Building Code as published by the International Code Council;
 9. The California Green Building Standards Code, 2022 Edition, as published by the International Code Council;
 10. The California Referenced Standards Code, 2022 Edition, as published by the International Code Council;
 11. The International Property Maintenance Code, 2021 Edition as published by the International Code Council; and
 12. The International Swimming Pool and Spa Code, 2021 Edition as published by the International Code Council.
- B. The provisions of the codes, as amended by this Title 18, shall constitute the Building Regulations of the City of Garden Grove and shall be known as the "Garden Grove Building Code."

SECTION 3: Chapter 18.12 of Title 18 of the Garden Grove Municipal Code is hereby repealed and replaced in its entirety by Chapter 18.10 to read as follows:

Chapter 18.10

AMENDMENTS TO CALIFORNIA BUILDING CODE

Sections:

18.10.010	Section 101.1 Amended - Title.
18.10.020	Section 113 Amended - Board of Appeals.
18.10.030	Section 105.2 Amended - Work exempt from permit.
18.10.040	Section [F]903.2 Amended - Where required.
18.10.050	Table 1505.1 Amended - Roofing Classification.
18.10.060	Section 1505.1.2 Amended - Roof coverings within all other areas.

18.10.010 Section 101.1 Amended - Title. Section 101.1 is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Building Code of the City of Garden Grove, hereinafter referred to as "this Code."

18.10.020 Section 113 Amended - Board of Appeals. Section 113 (including subsections) is hereby amended and restated to read as follows:

113 Board of Appeals. The Administrative Board of Appeals for the City shall hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretations of the Building Codes and Regulations of the City of Garden Grove including, without limitation, this Code. Refer to Title 2, Chapter 2.54, of this Code.

18.10.030 Section 105.2 Amended - Work exempt from permit. Item # 2 under Building is hereby amended to read as follows:

2. Masonry and/or concrete fences not over three (3) feet high and other fences not over seven (7) feet high.

18.10.040 Section [F]903.2 Amended - Where required. Section [F]903.2 is hereby amended by adding the following after the first paragraph:

Notwithstanding any other provisions in this Code, approved automatic sprinkler systems shall be installed and maintained in accordance with the latest edition of NFPA Standard 13 throughout all new buildings or structures, regardless of fire walls, with a gross floor area of 6,000 square feet or more, or with a total height of 55 feet or more above grade, or containing three or more stories.

Buildings or structures which presently exceed 6,000 square feet of floor area constructed prior to the adoption of this Code, upon or to which any alteration or additions are to be made which would add more than 2,000 square feet to the existing square footage of this building, shall have automatic sprinklers installed, as required herein and above.

Buildings or structures which presently do not exceed 6,000 square feet of floor area, to which any alterations or additions are made, and after such alterations or additions the floor area will exceed 8,000 square feet, shall have automatic sprinkler systems installed, as required herein and above. (Balance of Section to remain unchanged.)

18.10.050 Table 1505.1 Amended - Roofing Classification. Table 1505.1 is hereby amended by the deletion of Table 1505.1 and the addition of a new Table 1505.1 thereto to read as follows:

TABLE 1505.1^a
MINIMUM ROOF COVERING CLASSIFICATION
FOR TYPES OF CONSTRUCTION

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B	B	B	B	B	B	B	B	B

For SI: 1 foot = 304.8mm, 1 square foot = 0.0929m²

a. Unless otherwise required in accordance with Chapter 7A.

18.10.060 Section 1505.1.2 Amended - Roof coverings within all other areas. Section 1505.1.2 is hereby amended by the deletion of the entire section and the addition of a new section thereto, to read as follows:

1505.1.2 Roof coverings within all other areas. The entire roof covering of every existing structure where more than 50 percent of the total area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

SECTION 4: Chapter 18.14 of Title 18 of the Garden Grove Municipal Code is hereby repealed and replaced in its entirety by Chapter 18.12 to read as follows:

Chapter 18.12

AMENDMENTS TO CALIFORNIA RESIDENTIAL CODE

Sections:

08.12.010	Section R101.1 Amended - Title.
08.12.020	Section R112 Amended - Board of Appeals.
08.12.030	Section R902.1 Amended - Roofing covering materials.
08.12.040	Section R902.1.2 Amended - Roof coverings in all other areas.
08.12.050	Section R902.2 Amended - Fire-retardant-treated shingles and shakes.

08.12.010 Section R101.1 Amended - Title. Section 101.1 is hereby amended to read as follows:

R101.1 Title. These provisions shall be known as the Residential Code of the City of Garden Grove and shall be cited as such and will be referred to herein as "this Code."

08.12.020 Section R112 Amended - Board of Appeals. Section R112 is hereby amended and restated to read as follows:

R112 Board of Appeals. The Administrative Board of Appeals for the City shall hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretations of the Building Codes and Regulations of the City of Garden Grove including, without limitation, this Code. Refer to Title 2, Chapter 2.54, of this Code.

08.12.030 Section R902.1 Amended - Roofing covering materials. Section R902.1 is hereby amended to read as follows:

R902.1 Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. A minimum Class A or B roofing shall be installed in areas designated by this section or where the edge of the roof is less than 3 feet from a lot line. Class A and B roofing required by this section to be listed shall be tested in accordance with UL 790 or ASTM E 108.

Exceptions:

1. Class A roof assemblies include those with coverings of brick, masonry and exposed concrete roof deck.

2. Class A roof assemblies include ferrous or copper shingles or sheets, metal sheets and shingles, clay or concrete roof tile, or slate installed on noncombustible decks.
3. Class A roof assemblies include minimum 16 ounces per square foot copper sheets installed over combustible decks.
4. Class A roof assemblies include slate installed over underlayment over combustible decks.

08.12.040 Section R902.1.2 Amended - Roof coverings in all other areas. Section R902.1.2 is hereby amended to read as follows:

R902.1.2 Roof coverings in all other areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure and any roof covering applied in alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

08.12.050 Section R902.2 Amended - Fire-retardant-treated shingles and shakes. The first paragraph of Section R902.2 is hereby amended to read as follows:

R902.2 Fire-retardant-treated shingles and shakes. Fire-retardant-treated wood shakes and shingles are wood shakes and shingles complying with UBC Standard 15-3 or 15-4 which are impregnated by the full-cell vacuum-pressure process with fire-retardant chemicals, and which have been qualified by UBC Standard 15-2 for use on Class A or B roofs. Fire-retardant-treated wood shakes and shingles shall comply with ICC-ES EG107 and with the weathering requirements contained in Health and Safety Code Section 13132.7 (j). Each bundle shall bear labels from an ICBO accredited quality control agency identifying their roof-covering classification and indicating their compliance with ICC-ES EG 107 and with the weathering requirements contained in Health and Safety Code Section 13132.7(j).

SECTION 5: Chapter 18.16 of Title 18 of the Garden Grove Municipal Code is hereby repealed.

SECTION 6: Chapter 18.20 of Title 18 of the Garden Grove Municipal Code is hereby repealed.

SECTION 7: Chapter 18.24 of Title 18 of the Garden Grove Municipal Code is hereby repealed and replaced in its entirety by Chapter 18.14 to read as follows:

Chapter 18.14

AMENDMENT TO CALIFORNIA PLUMBING CODE

Sections:

- | | |
|-----------|--|
| 18.14.010 | Section 610.8 Amended - Size of Meter and Building Supply Pipe Using Table 610.4. |
| 18.14.020 | Table 610.4 Amended - Fixture Unit Table for Determining Water Pipe and Meter Sizes. |

18.14.010 Section 610.8 Amended - Size of Meter and Building Supply Pipe Using Table 610.4. The last paragraph of Section 610.8 is hereby amended to read as follows:

No building supply pipe shall be less than one (1) inch in diameter for single-family dwellings and 3/4 inch in diameter for all other buildings.

18.14.020 Table 610.4 Amended - Fixture Unit Table for Determining Water Pipe and Meter Sizes. Footnote Number 2 of Table 610.4 is hereby amended to read as follows:

2. Building supply - not less than 1" diameter for each single-family dwelling unit, and not less than 3/4" diameter for all other buildings.

SECTION 8: Chapter 18.28 of Title 18 of the Garden Grove Municipal Code is hereby repealed.

SECTION 9: Chapter 18.32 of Title 18 of the Garden Grove Municipal Code is hereby repealed and replaced in its entirety by Chapter 18.16 to read as follows:

Chapter 18.16

AMENDMENTS TO CALIFORNIA FIRE CODE

Sections:

- | | |
|-----------|--|
| 18.16.010 | Enforcement and Inspections. |
| 18.16.020 | Amendments to 2022 California Fire Code. |

18.16.010 Enforcement and Inspections. The 2022 California Fire Code shall be enforced by the Orange County Fire Authority, which shall be operated under the Director of Fire Services of the Orange County Fire Authority. The Director of Fire Services of the Fire Authority may detail such members of the Fire Authority as inspectors as shall be necessary from time to time.

18.16.020 Amendments to the 2022 California Fire Code.

Chapter 1 Scope and Administration

Chapter 1, Scope and Administration, is adopted in its entirety as amended by SFM with the following amendments:

Section 112.4, Violation penalties, is amended to read as follows:

112.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or shall fail to comply with any issued orders or notices or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be subject to penalties assessed as prescribed in the OCFA Prevention Field Services adopted fee schedule. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 112.4.2, Infraction and misdemeanor, is hereby added as follows:

112.4.2 Infraction and misdemeanor. Persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction. Persons who fail to take immediate action to abate a fire or life safety hazard when ordered or notified to do so by the chief or a duly authorized representative are guilty of a misdemeanor.

Chapter 2 Definitions

Chapter 2, Definitions, is adopted in its entirety as amended by SFM with the following amendments:

Section 202, General Definitions, is amended by adding “OCFA,” and “Spark Arrester” as follows:

OCFA. Orange County Fire Authority, fire authority having jurisdiction.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.

2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 3 General Requirements

Chapter 3, General Requirements, is adopted in its entirety, with the exception of Sections 308.1.4, 311.5 through 311.5.5, 318, and 319, and with the following amendments:

Section 304.1.2, Vegetation, is amended to read as follows:

304.1.2 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with Chapter 49. Type, amount, arrangement, and maintenance of vegetation in a fuel modification area, interior slope, or similarly hazardous area shall be in accordance with OCFA Guideline C-05 "Vegetation Management Guideline—Technical Design for New Construction, Fuel Modification Plans, and Maintenance Program."

Section 305.6, Hazardous conditions, is added to read as follows:

305.6 Hazardous conditions. Outdoor fires burning wood or other solid fuel are not allowed when any of the following conditions applies:

1. when predicted sustained winds exceed 8 MPH and relative humidity is less than 25%, or a red flag condition has been declared
2. when an official sign was caused to be posted by the fire code official, or a public announcement is made

No outdoor fires using any fuel type are permitted when predicted sustained winds exceed 20 MPH or when such fires present a hazard as determined by the fire code official.

Section 305.7, Disposal of rubbish, is added to read as follows:

305.7 Disposal of rubbish. Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.

Section 307.6, Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies, is added to read as follows:

307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R occupancies shall comply with this section.

Exception: Barbeques, grills, and other portable devices intended solely for cooking.

Section 307.6.1, Gas-fuel devices, is hereby added as follows:

307.6.1 Gas-fueled devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction and vegetation shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester as defined in Section 202.

Section 307.6.2, Devices using wood or fuels other than natural gas or liquefied-petroleum gas, is hereby added as follows:

307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas. Permanent outdoor fireplaces burning wood or other solid fuel shall be constructed in accordance with the California Building Code with clearance from combustible construction and building openings as required therein. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks.

The burning of wood or other solid fuel in a device is not allowed within 25 feet of combustible structures unless within an approved permanent fireplace, Conditions which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.

Exceptions:

1. Portable fireplaces and fire rings/pits equipped with a device to arrest sparks shall be located at least 3' from combustible construction at R-3 occupancies,

2. Portable fireplaces, and fire pits/rings equipped with a device to arrest sparks, shall be located at least 15 feet from combustible structures at other R occupancies.

Section 307.6.2.1, Where prohibited, is hereby added as follows:

307.6.2.1 Where prohibited. The burning of wood and other solid fuels shall not be conducted within a fuel modification zone, Wildfire Risk Area (WRA), Wildland-Urban Interface Area (WUI), or in locations where conditions could cause the spread of fire to the WRA or WUI.

Exceptions:

1. Permanent fireplaces that are not located in a fuel modification zone.
2. Where determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

Section 324, Fuel Modification Requirements for New Construction, is added to read as follows:

324 Fuel Modification Requirements for New Construction. All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program."

Section 325, Clearance of brush or vegetation growth from roadways, is added to read as follows:

325 Clearance of brush or vegetation growth from roadways. The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

Section 326, Unusual Circumstances, is added to read as follows:

326 Unusual circumstances. The fire code official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

1. Difficult terrain.
2. Danger of erosion.
3. Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
4. Stands or groves of trees or heritage trees.
5. Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

Section 327, Use of Equipment, is added to read as follows:

327 Use of equipment. Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in Section 202 maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

Exceptions:

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.
2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition

Section 327.1, Equipment and devices generating heat, sparks or open flames, is added to read as follows:

327.1 Equipment and devices generating heat, sparks or open flames. During any time of the year within Wildfire Risk Areas, within or immediately adjacent to any forest- or brush-covered land or non-irrigated grass-covered land, no person shall use or operate any welding equipment, cutting torches, tar pots, grinding devices, or other tools or equipment that may produce a spark, fire, or flame that could result in a wildfire without doing the following:

1. First clearing away all flammable material, including snags, from the area around such operation for a distance of 30 feet or other approved method to reduce fire spread into the wildlands. If 30 foot clearing cannot be

achieved, then an alternate method shall be approved by the AHJ prior to work starting.

2. Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.
3. Stop work when winds are 8 MPH or greater during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the fire code official, or when such fires present a hazard as determined by the fire code official.
4. Keep a cell phone nearby and call 911 immediate in case of fire.

Section 327.2, Sparks arresters, is added to read as follows:

327.2 Spark arresters. Spark arresters shall comply with Section 202, and when affixed to the exhaust system of engines or vehicles subject to Section 327 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

Chapter 4 Emergency Planning and Preparedness

Chapter 4, Emergency Planning and Preparedness is adopted with only those sections and subsections adopted by SFM with the following amendment.

Section 407.5 is amended to read as follows:

407.5 Hazardous Materials Inventory Statement. Where required by the fire code official, each application for a permit shall OCFA's Chemical Classification Packet in accordance with Section 5001.5.2.

Chapter 5 Fire Service Features

Chapter 5, Fire Service Features, is adopted in its entirety as amended by SFM with the following amendments:

Section 501.1, Scope, is amended to read as follows:

501.1 Scope. Fire service features for buildings, structures and premises shall comply with this chapter and, where required by the fire code official, with OCFA Guideline B-01, "Fire Master Plan for Commercial & Residential Development."

Section 510.1 Emergency responder radio coverage in new buildings is amended to read as follows:

510.1 Emergency responder radio coverage in new buildings. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems utilized by the jurisdiction, measured at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. The Emergency Responder Radio Coverage System shall comply with the Orange County Sheriff's Department, Communications and Technology Division guidelines and specifications and, where the functionality or performance requirements in the California Fire Code are more stringent, this code.

Exceptions:

1. In buildings or structures where it is determined by the fire code official that the radio coverage system is not needed, including but not limited to the following:
 - a. Existing buildings or structures, unless required by the Building Official and OCFA for buildings and structures undergoing extensive remodel and/or expansion.
 - b. Elevators.
 - c. Structures that meet all of the following:
 - i. Three stories or less, and
 - ii. Do not have subterranean storage or parking, and
 - iii. Do not exceed 50,000 square feet on any single story.
 - d. Structures that meet all of the following:
 - i. Residential structures four stories or less, and
 - ii. Constructed of wood, and
 - iii. Do not have subterranean storage or parking, and
 - iv. Are not built integral to an above ground multi-story parking structure.

Should a structure that is three stories or less and 50,000 square feet or smaller on any single story include subterranean storage or parking, then this chapter shall apply only to the subterranean areas.
2. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of the facility, the fire code official shall

have the authority to accept an automatically activated emergency radio coverage system.

Chapter 6 Building Services and Systems

Chapter 6, Building Services and Systems, is adopted in its entirety as amended by SFM.

Chapter 7 Fire and Smoke Protection Features

Chapter 7, Fire and Smoke Protection Features, is adopted in its entirety as amended by SFM.

Chapter 8 Interior Finish, Decorative Materials and Furnishings

Chapter 8, Interior Finish, Decorative Materials and Furnishings, is adopted in its entirety as amended by SFM.

Chapter 9 Fire Protection and Life Safety Systems

Chapter 9, Fire Protection and Life Safety Systems, is adopted in its entirety as amended by SFM with the following amendments:

Section 903.2, Where required, is amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems in buildings and structures shall be provided when one of the following conditions exists:

1. New Buildings: Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.19 an automatic fire-extinguishing system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet (465 m²) as defined in Section 202, regardless of fire areas or allowable area.

Exception: Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code.

2. Existing Buildings: Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing

building when an addition occurs and when one of the following conditions exists:

- a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5,000 square feet (465 m²) as defined in Section 202; or
- b. When an addition exceeds 2,000 square feet and the resulting building area exceeds 5,000 square feet.
- c. An additional story is added above the second floor regardless of fire areas or allowable area.

Exception: Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

Section 903.2.8, Group R, is amended to read as follows:

Section 903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

New Buildings: An automatic sprinkler system shall be installed throughout all new buildings.

Existing R-3 Buildings: An automatic sprinkler system shall be installed throughout when one of the following conditions exists:

- a. When an addition is 50% or more of the existing building area as defined in Section 202, and greater than 1000 square feet within a two year period; or,
- b. An addition when the existing building is already provided with automatic sprinklers; or,
- c. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

Exceptions:

- 1. Existing Group R-3 occupancies converted to Group R-3.1 occupancies and not housing bedridden clients, not housing non-ambulatory clients above the first floor, and not housing clients above the second floor.

2. Existing Group R-3 occupancies converted to Group R-3.1 occupancies housing only one bedridden client and complying with Section 435.8.3.3 of the California Building Code.
3. Pursuant to Health and Safety Code, Section 131113, occupancies housing ambulatory children only, none of whom are mentally ill children or children with intellectual disabilities, and the buildings or portions thereof in which such children are housed are not more than two stories in height, and building or portions thereof housing such children have an automatic fire alarm system activated by approved smoke detectors.
4. Pursuant to Health and Safety Code, Section 13143.6, occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).

When not used in accordance with Section 504.2 or 506.3 of the California Building Code, an automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be allowed in Group R-2.1 occupancies.

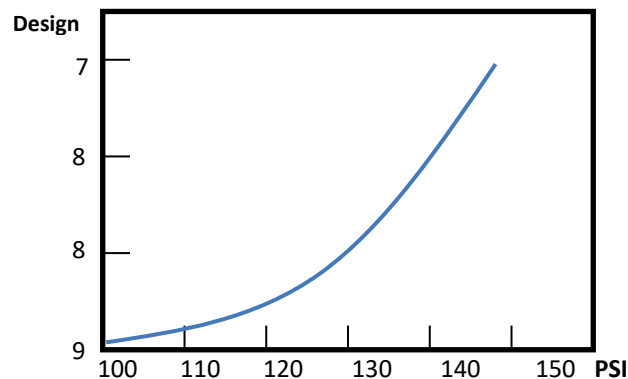
An automatic sprinkler system designed in accordance with Section 903.3.1.3 shall not be utilized in Group R-2.1 or R-4 occupancies.

Section 903.3.5.3, Hydraulically calculated systems, is added to read as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and when required by the fire code official, the fire sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

TABLE 903.3.5.3
Hydraulically Calculated



Chapter 10 Means of Egress

Chapter 10, Means of Egress, is adopted in its entirety as amended by SFM.

Chapter 11 Construction Requirements for Existing Buildings

Chapter 11 Construction Requirements for Existing Buildings. Adopt only those sections and subsections adopted by the SFM.

Chapter 12 Energy Systems

Chapter 12, Energy Systems, is adopted in its entirety as amended by the State Fire Marshall with the following amendment:

Section 1205.2 Access and Pathways. Exception 3 is revised as follows:

3. Building-Integrated photovoltaic (BIPV) systems where the BIPV systems are approved, integrated into the finished roof surface, and are listed in accordance with a national test standard developed to address Section 690.12(B)(2) of the California Electrical Code need to have smoke ventilation opportunity areas. The removal or cutting away of portions of the BPIV system during firefighting operations shall not expose a firefighter to electrical shock hazard.

Chapter 20 Aviation Facilities

Chapter 20, Aviation Facilities, is adopted in its entirety without amendments.

Chapter 21 Dry Cleaning

Chapter 21, Dry Cleaning, is adopted in its entirety without amendments.

Chapter 22 Combustible Dust-Producing Operations

Chapter 22, Combustible Dust-Producing Operations, is adopted in its entirety as amended by the SFM.

Chapter 23
Motor Fuel-Dispensing Facilities and Repair Garages

Chapter 23, Motor Fuel-Dispensing Facilities and Repair Garages, is adopted in its entirety as amended by the SFM.

Chapter 24
Flammable Finishes

Chapter 24, Flammable Finishes, is adopted in its entirety as amended by the SFM.

Chapter 25
Fruit and Crop Ripening

Chapter 25, Fruit and Crop Ripening, is not adopted.

Chapter 26
Fumigation and Insecticidal Fogging

Chapter 26, Fumigation and Insecticidal Fogging, is not adopted.

Chapter 27
Semiconductor Fabrication Facilities

Chapter 27, Semiconductor Fabrication Facilities, is adopted in its entirety without amendments.

Chapter 28
Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities

Chapter 28, Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities, is adopted in its entirety with the following amendments:

Section 2801.2, Permit, is amended to read as follows:

2801.2 Permit. Permits shall be required as set forth in Section 105.6 and 105.6.29.

Section 2808.2, Storage site, is amended to read as follows:

2808.2 Storage site. Storage sites shall be level and on solid ground, elevated soil lifts or other all-weather surface. Sites shall be thoroughly cleaned and approval obtained from the fire code official before transferring wood products to the site.

Section 2808.3, Size of piles, is amended to read as follows:

2808.3 Size of piles. Piles shall not exceed 15 feet in height, 50 feet in width and 100 feet in length.

Exception: The fire code official is authorized to allow the pile size to be increased where a fire protection plan is provided for approval that includes, but is not limited to, the following:

1. Storage yard areas and materials-handling equipment selection, design and arrangement shall be based upon sound fire prevention and protection principles.
2. Factor that lead to spontaneous heating shall be identified in the plan, and control of the various factors shall be identified and implemented, including provisions for monitoring the internal condition of the pile.
3. The plan shall include means for early fire detection and reporting to the public fire department; and facilities needed by the fire department for fire extinguishment including a water supply and fire hydrants.
4. Fire apparatus access roads around the piles and access roads to the top of the piles shall be established, identified and maintained.
5. Regular yard inspections by trained personnel shall be included as part of an effective fire prevention maintenance program.

Additional fire protection called for in the plan shall be provided and shall be installed in accordance with this code. The increase of the pile size shall be based upon the capabilities of the installed fire protection system and features.

Section 2808.4, Pile separation, is amended to read as follows:

2808.4. Pile separation. Piles shall be separated from adjacent piles by minimum distance of 20 feet. Additionally, piles shall have a minimum separation of 100 feet from combustible vegetation.

Section 2808.7, Pile fire protection, is amended to read as follows:

2808.7 Pile fire protection. Automatic sprinkler protection shall be provided in conveyor tunnels and combustible enclosures that pass under a pile. Combustible conveyor systems and enclosed conveyor systems shall be equipped with an approved automatic sprinkler system. Oscillating sprinklers with a sufficient projectile reach are required to maintain a 40% to 60% moisture content and wet down burning/smoldering areas.

Section 2808.9, Material-handling equipment, is amended to read as follows:

2808.9 Material-handling equipment. All material-handling equipment operated by an internal combustion engine shall be provided and maintained with an approved spark arrester. Approved material-handling equipment shall be available for moving wood chips, hogged material, wood fines and raw product during fire-fighting operations.

Section 2808.11, Temperature control, is added to read as follows:

2808.11 Temperature control. The temperature shall be monitored and maintained as specified in Sections 2808.11.1 and 2808.11.2.

Section 2808.11.1, Pile temperature control, is added to read as follows:

2808.11.1 Pile temperature control. Piles shall be rotated when internal temperature readings are in excess of 165 degrees Fahrenheit.

Section 2808.11.2, New material temperature control, is added to read as follows:

2808.11.2 New material temperature control. New loads delivered to the facility shall be inspected and tested at the facility entry prior to taking delivery. Material with temperature exceeding 165 degrees Fahrenheit shall not be accepted on the site. New loads shall comply with the requirements of this chapter and be monitored to verify that the temperature remains stable.

Section 2808.12, Water availability, is added to read as follows:

2808.12 Water availability. Facilities with over 2500 cubic feet shall provide a water supply. The minimum fire flow shall be no less than 500 GPM @ 20 psi for a minimum of 1 hour duration for pile heights up to 6 feet and 2 hour duration for pile heights over 6 feet. If there is no water purveyor, an alternate water supply with storage tank(s) shall be provided for fire suppression. The water supply tank(s) shall provide a minimum capacity of 2500 gallons per pile (maximum 30,000 gallons) for piles not exceeding 6 feet in height and 5000 gallons per pile (maximum 60,000) for piles exceeding 6 feet in height. Water tank(s) shall not be used for any other purpose unless the required fire flow is left in reserve within the tank at all times. An approved method shall be provided to maintain the required amount of water within the tank(s).

Section 2808.13, Tipping area, is added to read as follows:

2808.13 Tipping area. Tipping areas shall comply with the following:

1. Tipping areas shall not exceed a maximum area of 50 feet by 50 feet.
2. Material within a tipping area shall not exceed 5 feet in height at any time.

3. Tipping areas shall be separated from all piles by a 20 foot wide fire access lane.
4. A fire hydrant or approved fire water supply outlet shall be located within 150 feet of all points along the perimeter of the tipping area.
5. All material within a tipping area shall be processed within 5 days of receipt.

Section 2808.14, Emergency Contact, is added to read as follows:

2808.14 Emergency Contact. The contact information of a responsible person or persons shall be provided to the Fire Department and shall be posted at the entrance to the facility for responding units. The responsible party should be available to respond to the business in emergency situation.

Section 2808.15, Maximum Grid of Piles and Rows, is added to read as follows:

2808.15 Maximum Grid of Piles and Rows. Rows of Piles shall not exceed 500 feet by 500 feet. Grids shall be separated by a minimum 50 foot clear space used for no other purpose.

Section 2808.16, Push-out / Clear area, is added to read as follows:

2808.16 Push-out / Clear area. Piles exceeding 20 cubic yards shall be provided with push-out areas. Push-out areas shall be maintained clear at all times to allow for the largest pile to be spread out to a depth of 2 feet in height. Push-out areas shall be located within 250 feet of all edges of any pile and shall be located a minimum of 20 feet from any building.

Chapter 29 Manufacture of Organic Coatings

Chapter 29, Manufacture of Organic Coatings, is adopted in its entirety without amendments.

Chapter 30 Industrial Ovens

Chapter 30, Industrial Ovens, is adopted in its entirety without amendments.

Chapter 31 Tents, Temporary Special Event Structures and Other Membrane Structures

Chapter 31, Tents, Temporary Special Event Structures and Other Membrane Structures, is adopted in its entirety as amended by the SFM.

Chapter 32
High-Piled Combustible Storage

Chapter 32, High-Piled Combustible Storage, is adopted in its entirety as amended by the SFM.

Chapter 33
Fire Safety During Construction and Demolition

Chapter 33, Fire Safety During Construction and Demolition, is adopted in its entirety without amendments.

Chapter 34
Tire Rebuilding and Tire Storage

Chapter 34, Tire Rebuilding and Tire Storage, is adopted in its entirety as amended by the SFM.

Chapter 35
Welding and Other Hot Work

Chapter 35, Welding and Other Hot Work, is adopted in its entirety without amendments.

Chapter 36
Marinas

Chapter 36, Marinas, is adopted in its entirety without amendments.

Chapter 37
Combustible Fibers

Chapter 37, Combustible Fibers, is adopted in its entirety without amendments.

Chapter 39
Processing and Extraction Facilities

Chapter 39, Processing and Extraction Facilities, is adopted in its entirety without amendments.

Chapter 40
Storage of Distilled Spirits and Wines

Chapter 40, Storage of Distilled Spirits and Wines, is adopted in its entirety without amendments.

Chapter 48
Motion Picture and Television Production Studio Sound Stages, Approved
Production Facilities and Production Locations

Chapter 48, Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations, is adopted in its entirety without amendments.

Chapter 49
Requirements for Wildland-Urban Interface Fire Areas

Chapter 49, Requirements for Wildland-Urban Interface Fire Areas, is adopted in its entirety with the following amendment:

Section 4903.3, Fuel Modification Plans, is added to read as follows:

4903.3 Fuel Modification Plans. Fuel modification plans shall be reviewed and approved by OCFA for all new buildings to be built or installed in a wildfire risk area. Plans shall meet the criteria set forth in OCFA Guideline C-05 “Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program.”

Chapter 50
Hazardous Materials – General Provisions

Chapter 50, Hazardous Materials – General Provisions, is adopted in its entirety as amended by SFM with the following amendments.

Section 5001.5.2, Hazardous Materials Inventory Statement (HMIS), is amended to read as follows:

5001.5.2 Hazardous Materials Inventory Statement (HMIS). Where required by the fire code official, an application for a permit shall include. Orange County Fire Authority’s Chemical Classification Packet, which shall be completed and approved prior to approval of plans, and/or the storage, use or handling of chemicals on the premises. The Chemical Classification Packet shall include the following information:

1. Product Name.

2. Component.
3. Chemical Abstract Service (CAS) number.
4. Location where stored or used.
5. Container size.
6. Hazard classification.
7. Amount in storage.
8. Amount in use-closed systems.
9. Amount in use-open systems.

Section 5003.1.1.1, Extremely Hazardous Substances, is added to read as follows:

5003.1.1.1 Extremely Hazardous Substances. No person shall use or store any amount of extremely hazardous substances (EHS) in excess of the disclosable amounts (see Health and Safety Code Section 25500 et al) in a residential zoned or any residentially developed property.

Chapter 51 Aerosols

Chapter 51, Aerosols, is adopted in its entirety without amendments.

Chapter 53 Compressed Gases

Chapter 53, Compressed Gases, is adopted in its entirety without amendments.

Chapter 54 Corrosive Materials

Chapter 54, Corrosive Materials, is adopted in its entirety as amended by SFM.

Chapter 55 Cryogenic Fluids

Chapter 55, Cryogenic Fluids, is adopted in its entirety without amendments.

Chapter 56 Explosives and Fireworks

Chapter 56, Explosives and Fireworks, is adopted in its entirety as amended by SFM with the following amendments:

Section 5608.2 Firing is hereby added to read as follows:

5608.2 Firing. All fireworks displays, regardless of mortar, device, or shell size, shall be electrically fired.

Section 5608.3 Application for Permit is added to read as follows:

Section 5608.3 Application for Permit. A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged, the fallout area based on 100 feet per inch of shell size, the location of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone line, or other overhead obstructions shall be provided to OCFA.

Chapter 57 Flammable and Combustible Liquids

Chapter 57, Flammable and Combustible Liquids, is adopted in its entirety as amended by the SFM.

Chapter 58 Flammable Gases and Flammable Cryogenic Fluids

Chapter 58, Flammable Gases and Flammable Cryogenic Fluids, is adopted in its entirety as amended by the SFM.

Chapter 59 Flammable Solids

Chapter 59, Flammable Solids, is adopted in its entirety without amendments.

Chapter 60 Highly Toxic and Toxic Materials

Chapter 60, Highly Toxic and Toxic Materials, is adopted in its entirety without amendments.

Chapter 61 Liquefied Petroleum Gases

Chapter 61, Liquefied Petroleum Gases, is adopted in its entirety without amendments.

Chapter 62 Organic Peroxides

Chapter 62, Organic Peroxides, is adopted in its entirety without amendments.

Chapter 63
Oxidizer, Oxidizing Gases, and Oxidizing Cryogenic Fluids

Chapter 63, Oxidizer, Oxidizing Gases, and Oxidizing Cryogenic Fluids, is adopted in its entirety without amendments.

Chapter 64
Pyrophoric Materials

Chapter 64, Pyrophoric Materials, is adopted in its entirety without amendments.

Chapter 65
Pyroxylin (Cellulose Nitrate) Plastics

Chapter 65, Pyroxylin (Cellulose Nitrate) Plastics, is adopted in its entirety without amendments.

Chapter 66
Unstable (Reactive) Materials

Chapter 66, Unstable (Reactive) Materials, is adopted in its entirety without amendments.

Chapter 67
Water-Reactive Solids and Liquids

Chapter 67, Water-Reactive Solids and Liquids, is adopted in its entirety without amendments.

Chapter 80
Referenced Standards

Chapter 80, Referenced Standards, is adopted in its entirety with the following amendments:

NFPA 13, 2022 Edition, Standard for the Installation of Sprinkler Systems, is hereby amended as follows:

Section 16.12.3.3 amended to read as follows:

Section 16.12.3.3 Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½" inlets shall be

approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

Section 9.4.3.1 amended to read as follows:

Section 9.4.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

- (1) Quick-response type as defined in 3.6.4.8
- (2) Residential sprinklers in accordance with the requirements of 8.4.5
- (3) Quick response CMSA sprinklers
- (4) ESFR sprinklers
- (5) Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
- (6) Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 9.2.1.7 is amended to read as follows:

Section 9.2.1.7 Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by fire code official.

NFPA 13D 2022 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is amended as follows:

Section 7.1.2 is amended to read as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

NFPA 14, 2019 Edition, Installation of Standpipe and Hose Systems is amended as follows:

Section 7.3.1.1 is hereby deleted in its entirety.

NFPA 24, 2019 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is amended as follows:

Section 6.2.8.1 is added to read as follows:

6.2.8.1 All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

Section 6.2.9 is amended to read as follows:

6.2.9 All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

- (1) A post indicator valve installed not less than 40 ft (12 m) from the building
 - (a) For buildings less than 40 ft (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the post indicator valve.
- (2) A wall post indicator valve
- (3) An indicating valve in a pit, installed in accordance with Section 6.4
- (4) A backflow preventer with at least one indicating valve not less than 40 ft (12 m) from the building
 - (a) For buildings less than 40 ft (12 m) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the backflow preventer.
- (5) Control valves installed in a fire-rated room accessible from the exterior
- (6) Control valves in a fire-rated stair enclosure accessible from the exterior

Section 10.1.5 is added to read as follows:

10.1.5 All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2 inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings

Section 10.4.1.1 is amended to read as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.1.1.1 is added to read as follows:

10.4.1.1.1 All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.3.2 is hereby deleted.

Appendices

Appendices B, BB, C, CC, and H are adopted in their entirety without amendments.

SECTION 10: Chapter 18.52 of Title 18 of the Garden Grove Municipal Code is hereby repealed and replaced in its entirety by Chapter 18.18 to read as follows:

Chapter 18.18

INTERNATIONAL SWIMMING POOL AND SPA CODE

Sections:

- 18.18.010 Chapters Adopted.
- 18.18.020 References to California Uniform Construction Codes
- 18.18.030 Section 101.1 Amended - Title
- 18.18.040 Section 103.1 Amended - Creation of agency
- 18.18.050 Section 106.3 added - Swimming Pool Safety Act
- 18.18.060 Section 112.1 amended - Board of Appeals
- 18.18.070 Section 202 amended - Definitions
- 18.18.080 Section 301.1.2 added - Conflicts
- 18.18.090 Section 303.1.2.1 added - Operating time
- 18.18.100 Section 303.1.3 amended - Covers
- 18.18.110 Section 305.2 amended - Outdoor swimming pools and spas
- 18.18.120 Section 305.8 amended - Construction permit; safety features required
- 18.18.130 Section 305.9 added - Enclosure; required characteristics
- 18.18.140 Section 310.2 added - Construction Requirements for building a pool or spa
- 18.18.150 Section 316.2.1 (a) and (b) added – Certification and Installation

18.18.160 Section 901.2 deleted - General

18.18.010 Chapters Adopted.

Chapter 1 through 3 and Chapter 7 through 11 of the 2021 International Swimming Pool and Spa Code is adopted herein by reference as the Swimming Pool and Spa Code of the City of Garden Grove and is hereby amended as provided in this chapter.

18.18.020 References to California Uniform Construction Codes.

- A. Where the term *International Building Code* is used it shall be replaced with the term *California Building Code*.
- B. Where the term *International Residential Code* is used it shall be replaced with the term *California Residential Code (CRC)*.
- C. Where the term *International Plumbing Code* is used it shall be replaced with the term *California Plumbing Code*.
- D. Where the term *International Energy Conservation Code* is used it shall be replaced with the term *California Energy Code (CEnc)*.
- E. Where the term *International Fire Code* is used it shall be replaced with the term *California Fire Code*.
- F. Where the term *International Fuel Gas Code* is used it shall be replaced with the term *California Plumbing Code*.
- G. Where the term *International Mechanical Code* is used it shall be replaced with the term *California Mechanical Code*.
- H. Where the term *NFPA 70* is used it shall be replaced with the term *California Electrical Code (CElecC)*.

18.18.030 Section 101.1 Amended-Title. Section 101.1 – Title is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Swimming Pool and Spa Code of the City of Garden Grove, hereinafter referred to as “this code.”

18.18.040 Section 103.1 Amended-Creation of agency. Section 103.1 – Creation of agency is hereby amended to read as follows:

103.1 Creation of agency.

The Building Division and the official in charge thereof shall be known as the *code official*. The function of the Building Division shall be the implementation, administration and enforcement of the provisions of this code.

18.18.050 Section 106.3 added – Swimming Pool Safety Act. Section 106.3 – Swimming Pool Safety Act is hereby amended to read as follows:

2022 CRC APPENDIX V 115924 Agreement to Build:

- (a) Any person entering into an agreement to build a swimming pool or spa, or to engage in permitted work on a pool or spa covered by this article, shall give the consumer notice of the requirements of this article.
- (b) Pursuant to existing law, the Department of Health Services shall have available on the department's Web site, commencing January 1, 2007, approved pool safety information available for consumers to download. Pool contractors are encouraged to share this information with consumers regarding the potential dangers a pool or spa poses to toddlers. Additionally, pool contractors may provide the consumer with swimming pool safety materials produced from organizations such as the United States Consumer Product Safety Commission, Drowning Prevention Foundation, California Coalition for Children's Safety & Health, Safe Kids Worldwide, Association of Pool and Spa Professionals, or the American Academy of Pediatrics.

2022 CRC APPENDIX V 115925. The requirements of this article do not apply to any of the following:

- (a) Public swimming pools.
- (b) Hot tubs or spas with locking safety covers that comply with the American Society for Testing and Materials (ASTM F1346).
- (c) An apartment complex, or any residential setting other than a single-family home.

2022 CRC APPENDIX V 115926. This article does not apply to any facility regulated by the State Department of Social Services even if the facility is also used as the private residence of the operator. Pool safety in those facilities shall be regulated pursuant to regulations adopted therefor by the State Department of Social Services.

2022 CRC APPENDIX V 115927. Notwithstanding any other provision of law, this article shall not be subject to further modification or interpretation by any regulatory agency of the state, this authority being reserved exclusively to local jurisdictions, as provided for in paragraph (7) of subdivision (a) of Section 115922 and subdivision (c) of Section 115925.

18.18.060 Section 112.1 amended – Board of Appeals. Section 112.1 is hereby amended to read as follows:

112.1 Board of Appeals. The Administrative Board of Appeals for the City shall hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretations of the Building Codes and Regulations of the City of Garden Grove including, without limitation, this Code. Refer to Title 2, Chapter 2.54, of this Code.

18.18.070 Section 202 amended - Definitions. Section 202 is hereby amended by adding and/or amending the following definitions:

“Swimming pool” or “pool” means any structure intended for swimming or recreational bathing that contains water over 18 inches deep. “Swimming pool” includes in-ground and aboveground structures and includes, but is not limited to, hot tubs, spas, portable spas, and nonportable wading pools.

“Public swimming pool” means a swimming pool operated for the use of the general public with or without charge, or for the use of the members and guests of a private club. Public swimming pool does not include a swimming pool located on the grounds of a private single-family home.

“Enclosure” means a fence, wall, or other barrier that isolates a swimming pool from access to the home.

“Approved safety pool cover” means a manually or power-operated safety pool cover that meets all of the performance standards of the American Society for Testing and Materials (ASTM), in compliance with standard F1346-91.

“Exit alarms” means devices that make audible, continuous alarm sounds when any door or window, that permits access from the residence to the pool area that is without any intervening enclosure, is opened or is left ajar. Exit alarms may be battery operated or may be connected to the electrical wiring of the building.

“ANSI/APSP performance standard” means a standard that is accredited by the American National Standards Institute (ANSI) and published by the Association of Pool and Spa Professionals (APSP).

“Suction outlet” means a fitting or fixture typically located at the bottom or on the

sides of a swimming pool that conducts water to a recirculating pump.

18.18.080 Section 301.1.2 added – Conflicts. Section 301.1.2 is hereby added to read as follows:

301.1.2 Conflicts. In the event of a conflict between the provisions of the Swimming Pool Safety Act, the International Swimming Pool and Spa Code, 2021 Edition, the 2022 California Building Code, or the 2022 California Residential Code, the Building Official shall implement the most restrictive measures cited.

18.18.090 Section 303.1.2.1 added – Operating time. Section 303.1.2.1 is hereby added to read as follows:

303.1.2.1 Operating time. A time switch or other control mechanism shall be installed as part of a pool water circulation control system that will allow all pumps to be set or programmed to run only during off-peak electric demand period, and for the minimum time necessary to maintain the water in the condition required by applicable public health standards. [CEnC 110.4(b)3ii]

18.18.100 Section 303.1.3 amended - Covers. Section 303.1.3 is hereby amended to read as follows:

303.1.3 Covers. A cover is required for outdoor pools or outdoor spas that have a heat pump or gas heater *Exception:* Pools or spas deriving at least 60 percent of the annual heating energy from site solar energy or recovered energy. [CEnC 110.4(b)2]

18.18.110 Section 305.2 amended – Outdoor swimming pools and spas. Section 305.2 is hereby amended to read as follows:

305.2 Outdoor swimming pools and spas. Other than those facilities regulated in Section 305.8, all outdoor *pools and spas* and indoor swimming pools shall be surrounded by a *barrier* that complies with Sections 305.2.1 through 305.7. [CBC 3109.4.4.2]

18.18.120 Section 305.8 amended - Construction permit; safety features required. Section 305.8 is hereby amended to read as follows:

305.8 Construction permit; safety features required.

Except as provided in Section 115925, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall be equipped with at least two of the following seven drowning prevention safety features:

- (1) An enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from the private single-family home.
- (2) Removable mesh fencing that meets American Society for Testing and Materials (ASTM) Specifications F2286 standards in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.
- (3) An approved safety pool cover, as defined in subdivision (d) of Section 115921.
- (4) Exit alarms on the private single-family home's doors that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating notification that "the door to the pool is open."
- (5) A self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor on the private single-family home's doors providing direct access to the swimming pool or spa.
- (6) An alarm that, when placed in a swimming pool or spa, will sound upon detection of accidental or unauthorized entrance into the water. The alarm shall meet and be independently certified to the ASTM Standard F2208 "Standard Safety Specification for Residential Pool Alarms," which includes surface motion, pressure, sonar, laser, and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water, is not a qualifying drowning prevention safety feature.
- (7) Other means of protection, if the degree of protection afforded is equal to or greater than that afforded by any of the features set forth above and has been independently verified by an approved testing laboratory as meeting standards for those features established by the ASTM or the American Society of Mechanical Engineers (ASME).

18.18.130 Section 305.9 added – Enclosure; required characteristics. Section 305.9 is hereby added to read as follows:

305.9 Enclosure; required characteristics.

An enclosure shall have all of the following characteristics:

- (a) Any access gates through the enclosure open away from the swimming pool and are self-closing with a self-latching device placed no lower than 60 inches above the ground.
- (b) A minimum height of 60 inches.
- (c) A maximum vertical clearance from the ground to the bottom of the enclosure of two inches.
- (d) Gaps or voids, if any, do not allow passage of a sphere equal to or greater than four inches in diameter.
- (e) An outside surface free of protrusions, cavities, or other physical characteristics that would serve as handholds or footholds that could enable a child below the age of five years to climb over.

18.18.140 Section 310.2 added – Construction Requirements for building a pool or spa. Section 310.2 is hereby added to read as follows:

310.2 Construction Requirements for building a pool or spa. Whenever a building permit is issued for the construction of a new swimming pool or spa, the pool or spa shall meet all of the following requirements:

- (1) The suction outlets of the pool or spa for which the permit is issued shall be equipped to provide circulation throughout the pool or spa as prescribed in paragraphs (2) and (3).
- (2) The swimming pool or spa shall either have at least two circulation suction outlets per pump that shall be hydraulically balanced and symmetrically plumbed through one or more “T” fittings, and that are separated by a distance of at least three feet in any dimension between the suction outlets, or be designed to use alternatives to suction outlets, including, but not limited to, skimmers or perimeter overflow systems to conduct water to the recirculation pump.

(3) The circulation system shall have the capacity to provide a complete turnover of pool water, as specified in Section 3124B of Chapter 31B of the California Building Standards Code (Title 24 of the California Code of Regulations).

(4) Suction outlets shall be covered with antientrapment grates, as specified in the ANSI/APSP-16 performance standard or successor standard designated by the federal Consumer Product Safety Commission, that cannot be removed except with the use of tools. Slots or openings in the grates or similar protective devices shall be of a shape, area, and arrangement that would prevent physical entrapment and would not pose any suction hazard to bathers.

(5) Any backup safety system that an owner of a new swimming pool or spa may choose to install in addition to the requirements set forth in subdivisions (a) and (b) shall meet the standards as published in the document, "Guidelines for Entrapment Hazards: Making Pools and Spas Safer," Publication Number 363, March 2005, United States Consumer Product Safety Commission.

310.2.1 Existing Pool, Toddler Pool, or Spa

115928.5. Whenever a building permit is issued for the remodel or modification of an existing swimming pool, toddler pool, or spa, the permit shall require that the suction outlet or suction outlets of the existing swimming pool, toddler pool, or spa be upgraded so as to be equipped with antientrapment grates, as specified in the ANSI/APSP-16 performance standard or a successor standard designated by the federal Consumer Product Safety Commission.

18.18.150 Section 316.2.1 (a) and (b) added – Certification and Installation.

Section 316.2.1 (a) and (b) are hereby added to read as follows:

316.2.1 (a) Certification by manufacturers. Heating systems and equipment shall be certified by the manufacturer that the heating system and equipment complies with the following:

1. **Efficiency.** A thermal efficiency that complies with the Appliance Efficiency Regulations in Title 20, Division 2, Chapter 4, Article 4 of the California Code of Regulations; and [CEnC 110.4(a)1]

2. **Instructions.** A permanent, easily readable and weatherproof plate or card that gives instruction for the energy efficient operation of the pool or spa heater and for the proper care of pool or spa water when a cover is used; and [CEnC 110.4(a)3]

3. **Electric resistance heating.** No electric resistance heating; and

Exception 1 to Section 110.4(a)4: Listed package units with fully insulated enclosures, and with tight-fitting covers that are insulated to at least R-6.

Exception 2 to Section 110.4(a)4: Pools or spas deriving at least 60 percent of the annual heating energy from site solar energy or recovered energy. [CEnC 110.4(a)4]

316.2.1 (b) Installation. Any pool or spa system or equipment shall be installed with all of the following: [CEnC 110.4(b)]

1. **Piping.** At least 36 inches of pipe shall be installed between the filter and the heater or dedicated suction and return lines, or built-in or built-up connections shall be installed to allow for the future addition of solar heating equipment. [CEnC 110.4(b)1]

2. **Directional inlets.** The swimming pool shall have directional inlets that adequately mix the pool water. [CEnC 110.4(b)3ii]

18.18.160 Section 901.2 deleted – General. Section 901.2 – General is hereby deleted.

18.18.170 Sections 903-908 added. Sections 903-908 are hereby added to read as follows:

SECTION 903 MATERIALS

903.1 Pumps and motors.

Pumps and motors shall be *listed* and *labeled* for use in spas.

SECTION 904 STRUCTURE AND DESIGN

904.1 Water depth.

The maximum water depth for spas shall be 4 feet (1219 mm) measured from the *design waterline* except for spas that are designed for special purposes and *approved* by the authority having jurisdiction. The water depth for exercise spas shall not exceed 6 feet 6 inches (1981 mm) measured from the *design waterline*.

904.2 Multilevel seating.

Where multilevel seating is provided, the maximum water depth of any seat or sitting bench shall be 28 inches (711 mm) measured from the *design waterline* to the lowest measurable point.

904.3 Floor slope.

The slope of the floor shall not exceed 1 unit vertical in 12 units horizontal (8.3-percent slope). Where multilevel floors are provided, the change in depth shall be indicated.

SECTION 905 PUMPS AND MOTORS

905.1 Emergency shutoff switch.

One emergency shutoff switch shall be provided to disconnect power to circulation and jet system pumps and air blowers. Emergency shutoff switches shall be accessible, located within sight of the spa and shall be located not less than 5 feet (1524 mm) but not greater than 10 feet (3048 mm) horizontally from the inside walls of the spa. [CElecC 686.14]

905.2 Timer.

The operation of the hydrotherapy jets shall be limited by a cycle timer having a maximum setting of 10 minutes. The cycle timer shall be located not less than 5 feet (1524 mm) away, adjacent to, and within sight of the spa.

SECTION 906 RETURN AND SUCTION FITTINGS

906.1 Return fittings.

Return fittings shall be provided and arranged to facilitate a uniform circulation of water and maintain a uniform sanitizer residual throughout the entire spa or exercise spa.

906.2 Suction fittings.

Suction fittings shall be in accordance with Sections 505.2.1 through 505.2.4.

906.2.1 Testing and certification.

Suction fittings shall be *listed* and *labeled* in accordance with APSP 16.

906.2.2 Installation.

Suction fittings shall be sized and installed in accordance with the manufacturer's specifications. Spas and exercise spas shall not be used or operated if the suction outlet cover is missing, damaged, broken or loose.

906.2.3 Outlets per pump.

Suction fittings shall be provided in accordance with Section 310.

906.2.4 Submerged vacuum fittings.

Submerged vacuum fittings shall be in accordance with Section 310.

SECTION 907 HEATER AND TEMPERATURE REQUIREMENTS

907.1 General.

This section pertains to fuel-fired and electric appliances used for heating spa or exercise spa water.

907.2 Water temperature controls.

Components provided for water temperature controls shall be suitable for the intended application.

907.2.1 Water temperature regulating controls.

Water temperature regulating controls shall comply with UL 873 or UL 372.
A means shall be provided to indicate the water temperature in the spa.

Exception: Water temperature regulating controls that are integral to the heating appliance and *listed* in accordance with the applicable end use appliance standard.

907.2.2 Water temperature limiting controls.

Water temperature limiting controls shall comply with UL 873 or UL 372.
Water temperature at the heater return outlet shall not exceed 140°F (60°C).

**SECTION 908
WATER SUPPLY**

908.1 Water temperature.

The temperature of the incoming makeup water shall not exceed 104°F (40°C).

SECTION 11: Findings. Pursuant to the provisions of the California Health & Safety Code Section 17958.7, it is determined that the amendments of building standards within the California Building Standards Code in this Ordinance are reasonably necessary because of local climatic, geological, or topographical conditions, and as more specifically described below.

I. Climatic Conditions

- A. Garden Grove is located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles will greatly impact the response time to reach an incident scene.
- B. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County Fire Authority's ability to respond to a fire or emergency condition. Floods may also disrupt utility services to buildings and facilities within the City.
- C. Garden Grove is in a suburban area which is fully developed. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50

percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features.

- D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.
- E. The local water supply is “hard” and contains high amounts of minerals which can negatively affect the plumbing used for supply and drain lines in buildings.
- F. Untreated wood roofs cause or contribute to serious fire hazard and to the rapid spread of fires when such fires are accompanied by high winds. Pieces of burning wooden roofs become flying brands and are carried by the wind to other locations and thereby spread fire quickly.

II. Topographical conditions

- A. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout the City.
- B. These topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

III. Geological Conditions

Garden Grove is located in a highly active seismic area in Orange County. The Orange County region is a densely populated area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size than the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault, located within Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred

in the jurisdiction of Irvine at an unknown fault line. Regional planning for reoccurrence of earthquakes is recommended by the state of California, Department of Conservation.

- A. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), "unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe."
- B. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the City are major roadways, highways and flood control channels that create barriers and slow response times. Street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and at times may make an emergency access route impassable.
- C. Portions of the County near Garden Grove contain active or former oil production fields. These areas contain a variety of naturally occurring gasses, liquids and vapors. These compounds present toxicity or flammability hazards to building occupants. Evaluation of these hazards and the risks they pose to development is necessary for implementation of appropriate mitigation.
- D. The viability of the public water system would be questionable after a major seismic event. This would leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of any available water to floors above the 75-foot level.

Due to the topographical conditions of sprawling development separated by waterways and narrow and congested streets and the expected infrastructure damage inherent in seismic zones described above, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) resources available for a given structure. Additional fire protection is also justified to match the current

resources of firefighting equipment and personnel within the Orange County Fire Authority.

SECTION 12: Filing with the California Building Standards Commission. A copy of this Ordinance shall be filed with the California Building Standards Commission by the City Clerk of the City of Garden Grove as required by Health & Safety Code Section 17958.7.

SECTION 13: Severability. If any section, subsection, subdivision, sentence, clause, phrase, 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, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 14: 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. This Ordinance shall take effect thirty (30) days after adoption, or January 1, 2023, whichever is later.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Approval of Amendment No. 2 to the agreement with CSG Consultant Inc., and to award a contract to Willdan Engineering to provide on-call building contractual services. (Cost: \$250,000 each contract) (<i>Action Item</i>)		
		Date:	11/15/2022

OBJECTIVE

To obtain City Council approval for Amendment No. 2 to the agreement with CSG Consultant, Inc., for on-call building inspection services; to award a contract to Willdan Engineering for on-call building contractual services; and approval to appropriate funding for contractual services.

BACKGROUND

Due to the increase in the volume of construction projects, expedited timelines, and a surge in Accessory Dwelling Unit (ADU) applications, the City is experiencing high demands for Building and Safety Division services, resulting in plan review and inspection backlogs. Thus, the City desires to utilize or increase the "on-call" services with third-party contractual firms, including CSG Consultant, Inc. and Willdan Engineering. CSG Consultant, Inc. and Willdan Engineering currently have qualified candidates, contractual staff, and expedited service options readily available to respond immediately and efficiently mitigate the City's emergency service needs.

DISCUSSION

Based on the rates requested during emergency service situations, and the current ongoing need to support areas for inspection, plan review, code enforcement, and permit issuance, it is essential for the City to request an increase to the CSG Consulting, Inc. contract for an additional \$250,000 during the current contract term, and to award a contract to Willdan Engineering for \$250,000 to accommodate the division's service needs.

FINANCIAL IMPACT

The cost for Amendment No. 2 for CSG Consultants and the new agreement with Willdan Engineering will require an increase and appropriation of \$250,000 for each contract for each service provider. Funds will only be expended as necessary. There will not be an impact on the General Fund as the services for the contractors are funded from salary savings from temporary vacant positions and permit and inspection fees collected from permit applicants.

RECOMMENDATION

It is recommended that the City Council:

- Approve Amendment No. 2 for on-call Building Contractual Services to CSG Consultant, Inc. Agreement to increase the compensation in the amount of \$250,000 for a total amount of \$500,000.
- Award a contract for on-call Building Contractual Services to Willdan Engineering Agreement in the amount of \$250,000.
- Approval to appropriate an additional \$500,000 from the General Fund to the Building Plan Check/Permits GL (111-212-1195).
- Authorize the City Manager, or his designees, to execute Amendment No. 2 to the CSG Consultant, Inc. Agreement, and make minor modifications as appropriate thereto, on behalf of the City; and
- Authorize the City Manager, or his designees, to execute the agreement with Willdan Engineering and make minor modifications as appropriate thereto, on behalf of the City; and
- Authorize the City Manager, or his designees, to exercise option year amendment terms for the current year and available option years.

By: Alana Chang, Sr. Project Planner

ATTACHMENTS:

Description	Upload Date	Type	File Name
Amendment No. 2 - CSG	11/10/2022	Agreement	CSG_Consultant_Inc._Amend_No._2..pdf
Agreement - Willdan Engineering	11/10/2022	Agreement	Willdan_Agreement.pdf

CITY OF GARDEN GROVE

AMENDMENT NO. 2

This Amendment No. **2** is made and entered into this____ day of _____, 2022 by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **CSG Consultants, Inc.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR and CITY entered into Contract No. B220292, dated **September 28, 2021** for **On-Call Building Contractual Services**, as needed (the "Existing Contract").

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

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

Section 3.0., COMPENSATION - shall be amended as follows:

Contractor shall be compensated in accordance with the Rate and Services Structure set forth in Exhibit "A" attached herewith and made a part hereof. The new amended price under this agreement is **\$250,000.00** per year. In no event shall the total compensation for the extended performance period exceed the total amount of **\$500,000.00** per year.

Except as expressly amended hereby, all of the terms and conditions in the Existing Contract remain in full force and effect as originally executed.

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
CSG Consultants, Inc.,

By: _____

Name: _____

Title: _____

Date: _____

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

APPROVED AS TO FORM:

Garden Grove City Attorney

Exhibit "A"

RATE AND SERVICES STRUCTURE

EXHIBIT A

City of Garden Grove

Building Services – FY 22-23 Fee Schedule

CSG Consultants' fee schedule is provided in the table below. Plan review fees will be based on a percentage of the City's plan check fee includes initial plan review and all subsequent reviews. We will coordinate the pickup and return of all plans via CSG staff or licensed courier service. This service is provided at no additional cost.

Review Type / Role	Current Hourly Rates	FY 22-23 Hourly Rates
Full Plan Review by Percentage (valuation less than or equal to \$1,000,000)	70% of City's Building Plan Check Fees	
Full Plan Review by Percentage (valuation between \$1,000,000 and \$10,000,000)	60% of City's Building Plan Check Fees	
Full Plan Review by Percentage (valuation between \$10,000,000 and \$50,000,000)	50% of City's Building Plan Check Fees	
Full Plan Review by Percentage (valuation between equal to \$50,000,000 and \$200,000,000)	40% of City's Building Plan Check Fees	
Full Plan Review by Percentage (valuation greater than \$200,000,000)	35% of City's Building Plan Check Fees	
Plumbing, Mechanical & Electrical Plan Review by Percentage	45% of City's Building Plan Check Fees or 70% of City's P/M/E Plan Check Fees	
Structural Plan Review by Percentage	45% of City's Building Plan Check Fees	
Expedited Plan Review by Percentage	100% of City's Building Plan Check Fees	
Structural Plan Review by Percentage	70% of City's Building Plan Check Fees	
Building Plan Review – Certified Plans Examiner	\$105	\$113
Building Plan Review – Professional Engineer	\$125	\$135
Building Plan Review – Professional Structural Engineer	\$140	\$151
Grading Plan Review – Senior Engineer	\$155	\$167
CASp Consultation	\$125	\$135
Certified Building Inspector	\$95	\$103
Certified Commercial Building Inspector	\$105	\$113
CASp Inspection	\$125	\$135
Overtime and Expedited Hourly Rates	1.5 X Hourly Rate	1.5 X Hourly Rate

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, and office expenses. Should the scope of work change or circumstances develop which necessitate special handling, CSG will notify the Client prior to proceeding. On July 1 of each year following the contract year, CSG will initiate a rate increase based on the change in CPI for the applicable region. CSG will invoice on a monthly basis for services rendered during the prior month. Unless otherwise agreed, payment terms are 30-days from receipt of invoice.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2022, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **WILLDAN ENGINEERING**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONTRACTOR to **provide an On-Call Building Contractual Services**.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The term of the agreement shall be for period of one (1) year from full execution of the agreement, with an option to extend said agreement additional four (4) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Rate and Service Structure which is attached as Attachment "A" and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided**. The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation**. CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT**. Total Compensation under this agreement shall not exceed (NTE) amount of **Two-hundred fifty thousand dollars and 00/100 cents (\$250,000.00)**, payable in arrears and in accordance with proposal in Attachment "A".

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

4. Insurance requirements.

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

companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

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

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

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

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

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

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. Address of CONTRACTOR is as follows:
**WILLDAN ENGINEERING
2401 E. Katella Ave, Ste. 300
Anaheim, CA 92806
Attn: Patrick Johnson/ Pete Goodrich**
 - b. Address of CITY is as follows:
**Department of Community and Economic Development
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
Attn: Christy Le/ Alana Cheng**
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event

of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

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

hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

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

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.
18. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
19. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
20. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
21. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
22. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

\\\\\\

(Agreement Signature Block on Next Page)

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
WILLDAN ENGINEERING

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

Contractor's License: _____

Expiration Date: _____

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

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

EXHIBIT "A"

SCOPE OF WORK

- 1- Meet with City staff, builders, developers, and citizens to provide assistance and resolve any inspection issues that may arise. Inspectors shall attend.
- 2- Participate in required meetings with other City inspection and plan review staff, property owners, contractors and/or design professionals.
- 3- Review the permit package to verify that the on-site condition is consistent with the appropriate records for square footage, setbacks, heights, and other requirements that may be applicable.
- 4- Comply with the City's procedures for reporting inspection results, use City inspection correction forms, make appropriate entries onto the permit documents, and follow City procedures prior to finalizing a building permit.
- 5- Verify that all inspection records, including daily records of what was inspected which will be recorded on the job card, and permit copy entered into the City's Building and Safety computer system.
- 6- Employ such techniques as necessary to minimize delays to builders and provide helpful advice and counsel to builders, owners, engineers and architects as to enhance the orderly flow of the construction process yet maintaining an effective level of enforcement.
- 7- Ensure that any construction changes are documented and approved by appropriate City staff.
- 8- Performed in accordance with the City's adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the State and Federal regulations for Accessibility, Noise and Energy Conservation, California Fire Code and provisions of Title 19 and NFPA.

HOURLY RATE \$95/ hour