



AGENDA

Garden Grove City
Council

Tuesday, April 11, 2023

6:30 PM

Community Meeting
Center 11300 Stanford
Avenue Garden Grove
California 92840

Steve Jones

Mayor

George S. Brietigam

Mayor Pro Tem - District 1

John R. O'Neill

Council Member - District 2

Cindy Tran

Council Member - District 3

Joe DoVinh

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

COUNCIL MEMBER O'NEILL, COUNCIL MEMBER TRAN, COUNCIL MEMBER DOVINH, COUNCIL MEMBER KLOPFENSTEIN, COUNCIL MEMBER K. NGUYEN, MAYOR PRO TEM BRIETIGAM, MAYOR JONES

INVOCATION

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

1. PRESENTATIONS

1.a. Community Spotlight in recognition of Congressman Lou Correa for his years of service representing Garden Grove, District 46.

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

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

3. CONSENT ITEMS

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

- 3.a. Adoption of a Resolution of Commendation to Congressman Lou Correa for his years of service representing Garden Grove, District 46. *(Action Item)*
- 3.b. Adoption of a Proclamation celebrating April as Donate Life Month. *(Action Item)*
- 3.c. Adoption of a Proclamation recognizing April as Child Abuse Prevention Month. *(Action Item)*
- 3.d. Approval of Quitclaim Deeds of Easements relinquishing the Fire Service water line/connection access to Liberty Property Limited

Partnership for properties located at 12691 Pala Drive and 12601 Industry Street, Garden Grove. (*Action Item*)

- 3.e. Adoption of a Resolution approving participation in National Opioid Settlement Agreements for additional defendants. (*Action Item*)
- 3.f. Authorization for Council Member Nguyen to participate in the National Association of Latino Elected and Appointed Officials Conference in New York on July 11-13, 2023. (Cost: \$1,800) (*Action Item*)
- 3.g. Award of contracts to AME Builders, Inc., dba AME Roofing, for the construction and maintenance of Silicone Roofing Project, 11277 Garden Grove No. 02-2023. (Cost: \$141,096) (*Action Item*)
- 3.h. Receive and file minutes from the meeting held on February 28, 2023. (*Action Item*)
- 3.i. Receive and file warrants. (*Action Item*)

4. ITEMS FOR CONSIDERATION

- 4.a. Approval of a Preliminary Award Letter between the City of Garden Grove, Garden Grove Housing Authority, and New Tamerlane, LLC. (*Joint Action Item with the Garden Grove Housing Authority.*)
- 4.b. Award a contract to Sully-Miller Contracting Company, for Acacia Neighborhood Improvements Project, which includes road, pavement and waterline improvements. (Cost: \$6,988,665) (*Action Item*)

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

- 5.a. Adoption of a Proclamation recognizing April as Good Neighbor Shared Air Awareness Month as requested by the City Council. (*Action Item*)

6. ADJOURNMENT

The next Regular City Council Meeting is scheduled for Tuesday, April 25, 2023, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California 92840.

Resolution of Commendation

Congressman Lou Correa, 46th District

- WHEREAS, A longtime Orange County resident, Congressman Lou Correa is currently serving his fourth term in the United States Congress for California's 46th congressional district which now represents the Cities of Anaheim, Fullerton, Orange, Santa Ana, Stanton—and included Garden Grove up until California's recent redistricting process; and
- WHEREAS, Congressman Correa has represented the City of Garden Grove for two decades, starting from his time in the California State Assembly, State Senate, and as an Orange County Supervisor; and
- WHEREAS, Throughout his time in public service, Congressman Correa has worked tirelessly to uplift hard-working families who call Garden Grove home, securing millions in federal funding for projects such as park improvements for Haster Basin Park, Jardin de los Niños, and West Haven Park; a no-cost, zero-emission transportation alternative for Orange County Transportation Authority's Santa Ana-Garden Grove Rails to Trails, and more; and
- WHEREAS, Over the past several years, Congressman Correa has corresponded with and assisted over 17,000 Garden Grove residents, recovered nearly \$40,000 in monetary awards for Garden Grove families in need, nominated three students from Garden Grove to United States Service Academies, and most recently selected three students from Garden Grove High School as his Congressional App Challenge winners; and
- WHEREAS, Congressman Correa serves on the House Judiciary Committee, as well as the House Homeland Security Committee, and is the ranking member of the House Border Security Subcommittee. He is also a co-chair of the Congressional Vietnam Caucus; and
- WHEREAS, On Tuesday, April 11, 2023, the City of Garden Grove honors Congressman Lou Correa with a Community Spotlight, in recognition of his years of service representing Garden Grove, District 46.

NOW, THEREFORE, BE IT RESOLVED, that the City of Garden Grove does hereby commend Congressman Lou Correa, one of the most admired and esteemed California representatives, whose time serving the Garden Grove community will remain part of his legacy among many other celebrated achievements.

April 11, 2023

PROCLAMATION

DONATE LIFE MONTH

WHEREAS, organ, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need;

WHEREAS, 106,474 individuals nationwide are on the national organ transplant waiting list, and on average, 17 people die each day while waiting due to the shortage of donated organs;

WHEREAS, the need for donated organs is especially urgent in Hispanic and African American communities;

WHEREAS, more than 600,000 units of blood per year are required to meet the need in California;

WHEREAS, each year, there are 18,000 patients in need of volunteer marrow donors;

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; donation of tissue can save and heal the lives of more than 75 others; and a single blood donation can help three people in need;

WHEREAS, millions of lives each year are saved and healed by donors of organs, tissues, marrow and blood;

WHEREAS the spirit of giving and decision to donate are not restricted by age or medical condition;

WHEREAS, over sixteen million Californians have signed up with the state-authorized Donate Life California Donor Registry to ensure their wishes to be organ, eye and tissue donors are honored;

WHEREAS, California residents can sign up with the Donate Life California Donor Registry when applying for or renewing their driver's licenses or ID cards at the California Department of Motor Vehicles; and

WHEREAS, California residents interested in saving a life through living kidney donation are encouraged to visit www.LivingDonationCalifornia.org for more information.

NOW, THEREFORE, BE IT PROCLAIMED the Garden Grove City Council recognizes April 2023 as "**Donate Life Month**" in the City of Garden Grove, and in doing so we encourage all Californians to check "**YES!**" when applying for or renewing their driver's license or I.D. card, or by signing up at www.donateLIFecalifornia.org or www.doneVIDAcalifornia.org.

April 11, 2023

PROCLAMATION

April as National Child Abuse Prevention Month

WHEREAS, In Garden Grove, as in any community, children are our most precious members who deserve to grow in a safe, happy, healthy, stable, and caring environment where they can experience the wonders and innocence of a childhood free of violence, neglect, and abuse;

WHEREAS, the latest data is based on federal fiscal year 2021, a nationally estimated 3,016,000 children received either an investigation response or alternative response at a rate of 40.7 children per 1,000 in population;

WHEREAS, in federal fiscal year 2021, 51 states reported 588,229 victims of child abuse and neglect that equates to a national rate of 8.1 victims per 1,000 children, and estimating for missing data, there are 600,000 victims of maltreatment;

WHEREAS, child abuse and neglect can have long-term psychological, emotional, and physical effects that have lasting consequences;

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children;

WHEREAS, effective prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community and faith based organizations, businesses, law enforcement agencies, and families;

WHEREAS, the City of Garden Grove actively places efforts in raising awareness and preventing child abuse through family support services offered by the Magnolia Park Family Resource Center and the Buena Clinton Youth and Family Center;

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, prevention remains the best defense for our children and families.

NOW THEREFORE, the Garden Grove City Council does hereby proclaim April 2023 as National Child Abuse Prevention Month in Garden Grove, and urges all communities to take actions to end the tragedy of child abuse and neglect in our nation.

April 11, 2023

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: William E. Murray
Dept.: City Manager Dept.: Public Works
Subject: Approval of Quitclaim Deeds Date: 4/11/2023
of Easements relinquishing
the Fire Service water
line/connection access to
Liberty Property Limited
Partnership for properties
located at 12691 Pala Drive
and 12601 Industry Street,
Garden Grove. (*Action
Item*)

OBJECTIVE

To obtain City Council approval of Quitclaim of Easements Relinquishing Fire Service Water Line/Connection Access to Liberty Property Limited Partnership for 12691 Pala Drive and 12601 Industry Street, Garden Grove, California.

BACKGROUND

In 1973 and 1974, the City was granted easements for access to the Fire Service Water Line/Connections, Easement Deed recorded December 27, 1973, in Book 11040, Page 697 and February 27, 1974, in Book 11083, Page 1036, related to the addresses listed above in the City of Garden Grove. The recorded Easements were dedicated to the City.

DISCUSSION

Site improvements are being made to the property, including new above ground fire service lines on-site adjacent to the buildings. They have therefore requested the City to quitclaim these easements as the original connections are no longer needed and the easements no longer required.

FINANCIAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council:

- Approve Quitclaim Deeds of Easements relinquishing the Fire Service water line/connection access to Liberty Property Limited Partnership for property located at 12691 Pala Drive and 12601 Industry Street, Garden Grove; and
- Authorize the City Clerk to record the Quitclaim Deeds with the Orange County Clerk-Recorder.

By: Sam Kim, Water Services Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Quitclaim Deed	4/3/2023	Backup Material	Quitclaim_Deed_for_December_27__Book_11040_Page_697.docx
Exhibit A	4/3/2023	Backup Material	Exhibit_A__for_December_27__1973_Book_11040_Page_697.pdf
Quitclaim Deed	4/3/2023	Backup Material	Quitclaim_Deed_for_February_27__1974_Book_11083_Page_1036.docx
Exhibit A	4/3/2023	Backup Material	Exhibit_A_for_February_27__1974_Book_11083_Page_1036.pdf

RECORDING REQUESTED BY:

First American Title Insurance Company

WHEN RECORDED MAIL TO:

Liberty Property Limited Partnership
c/o Prologis
1800 Wazee Street, Suite 500
Denver, CO 80202
Attn: Angela Kane

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

APN: 215-011-11; 215-011-16

THE UNDERSIGNED GRANTOR DECLARES DOCUMENTARY TRANSFER TAX is \$0.00. Both the value of the property conveyed herein, and the consideration received by Grantor, is less than \$100.00. (California Revenue and Taxation Code § 11911.)

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE CITY OF GARDEN GROVE, a Municipal corporation (“Grantor”),

hereby REMISES, RELEASES AND QUITCLAIMS to

LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited partnership (“Grantee”),

any and all right, title or interest that Grantor has or may have under, or by virtue of, that certain Grant of Easement recorded in the Official Records of Orange County, California, on December 27, 1973, as Book 11040, Page 697 of Official Records, which Grant of Easement was recorded against portions of that certain real property located in the City of Garden Grove, County of Orange, State of California, more particularly described in Exhibit “A” attached hereto and incorporated herein by reference.

[Signature Block Follows on Next Page]

Executed as of this ____ day of _____, 202__.

GRANTOR:

CITY OF GARDEN GROVE

By: _____

Name: _____

Title: _____

R314098.01
12-15-2022
REVISED
01-24-2023

EXHIBIT "A"
LEGAL DESCRIPTION
EASEMENT VACATION

Being all of that certain easement granted to the City of Garden Grove, in the City of Garden Grove, County of Orange, State of California, in that certain Easement Deed recorded December 27, 1973, in Book 11040, Page 697, of Official Records, in the office of the County Recorder of said County, lying within Parcel D, in the City of Garden Grove, County of Orange, State of California, as shown on the map filed in Book 29, Page 15, of Parcel Maps, in said office of the County Recorder.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

David W. Mackey

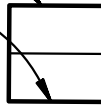
DAVID W. MACKEY, PLS 8912





PARCEL D

15' WIDE EASEMENT
PER BOOK 11040,
PAGE 697, O.R.
(REC. 12/27/1973)



Q PALA DRIVE

P.M.B. 29 / 15



HUITT-ZOLLARS

Huitt-Zollars, Inc. Irvine
2603 Main Street, Suite 400, Irvine, CA 92614
Phone (949) 988-5815 Fax (949) 988-5820

APPROVED BY

David W. Mackey

1/24/2023

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

EXHIBIT 'B' EASEMENT VACATION

SCALE 1"=30'

DRAWN BY DWM

CHECKED BY DWM

DATE 1/24/2023

JOB NO. R314098.01

Page 16 of 211

RECORDING REQUESTED BY:

First American Title Insurance Company

WHEN RECORDED MAIL TO:

Liberty Property Limited Partnership
c/o Prologis
1800 Wazee Street, Suite 500
Denver, CO 80202
Attention: Angela Kane

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

APN: 215-011-11; 215-011-16

THE UNDERSIGNED GRANTOR DECLARES DOCUMENTARY TRANSFER TAX is \$0.00. Both the value of the property conveyed herein, and the consideration received by Grantor, is less than \$100.00. (California Revenue and Taxation Code § 11911.)

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE CITY OF GARDEN GROVE, a Municipal corporation (“Grantor”),

hereby REMISES, RELEASES AND QUITCLAIMS to

LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited partnership (“Grantee”),

any and all right, title or interest that Grantor has or may have under, or by virtue of, that certain Grant of Easement recorded in the Official Records of Orange County, California, on February 27, 1974, as Book 11083, Page 1036 of Official Records, which Grant of Easement was recorded against portions of that certain real property located in the City of Garden Grove, County of Orange, State of California, more particularly described in Exhibit “A” attached hereto and incorporated herein by reference.

[Signature Block Follows on Next Page]

Executed as of this ____ day of _____, 202__.

GRANTOR:

CITY OF GARDEN GROVE

By: _____

Name: _____

Title: _____

R314098.01
12-15-2022
REVISED
01-24-2023

EXHIBIT "A"
LEGAL DESCRIPTION
EASEMENT VACATION

Being all of that certain easement granted to the City of Garden Grove, in the City of Garden Grove, County of Orange, State of California, in that certain Easement Deed recorded February 27, 1974, in Book 11083, Page 1036, of Official Records, in the office of the County Recorder of said County, lying within Parcel B, in the City of Garden Grove, County of Orange, State of California, as shown on the map filed in Book 58, Pages 2 and 3, of Parcel Maps, in said office of the County Recorder.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

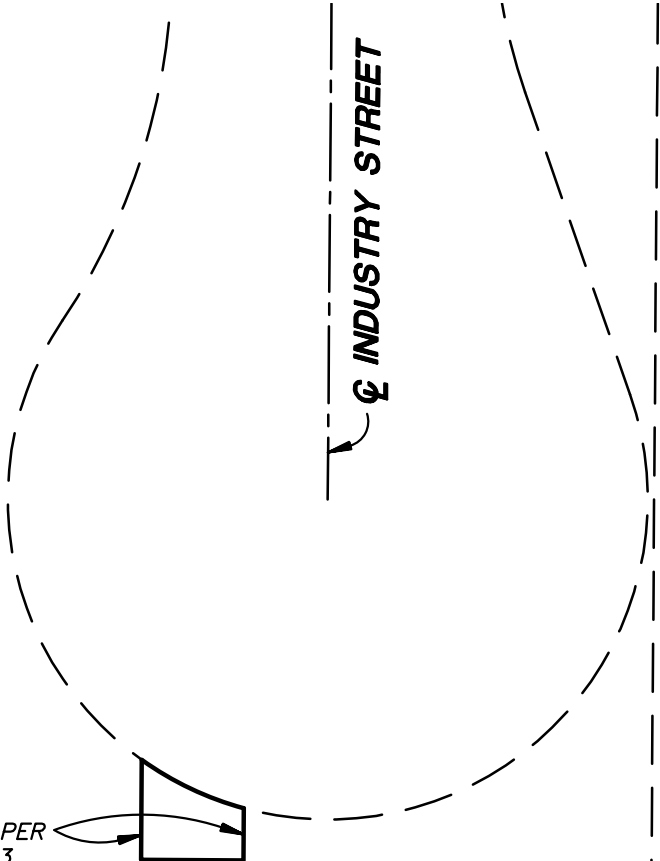
David W. Mackey

DAVID W. MACKEY, PLS 8912





PARCEL B



INDUSTRY STREET

EASEMENT PER
BOOK 11083,
PAGE 1036, O.R.
(REC. 2/27/1974)

P.M.B. 58 / 2 - 3



HUITT - ZOLLARS

Huitt-Zollars, Inc. Irvine
2603 Main Street, Suite 400, Irvine, CA 92614
Phone (949) 988-5815 Fax (949) 988-5820

APPROVED BY

David W. Mackey

1/24/2023

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

EXHIBIT 'B' EASEMENT VACATION

SCALE 1"=30'

DRAWN BY DWM

CHECKED BY DWM

DATE 1/24/2023

JOB NO. R314098.01

Page 21 of 211

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Omar Sandoval
Dept.: City Manager Dept.: City Attorney
Subject: Adoption of a Resolution approving participation in National Opioid Settlement Agreements for additional defendants. (*Action Item*) Date: 4/11/2023

OBJECTIVE

For the City Council to adopt a resolution approving and ratifying the participation in the national opioid settlement agreements with new defendants and to authorize the City Manager to take all necessary actions and sign all necessary agreements and documents, including any future settlements.

BACKGROUND

On December 14, 2021, the City Council adopted Resolution No. 9717-21 approving participation in the settlement that was reached in multi-district litigation in Ohio brought by states and cities against McKesson, Cardinal Health and Amerisource Bergen, and the opioid manufacturer Janssen Pharmaceuticals, Inc. (a subsidiary of Johnson & Johnson).

Additional settlements have been reached with manufacturers Teva and Allergan, and pharmacies Walgreens, Walmart and CVS, for their roles in the opioid epidemic.

DISCUSSION

By opting-in to participate in the additional settlements, the City will receive funds from the settlements under terms similar to the terms of the first settlements already approved by the City Council, which will be available for a range of approved abatement uses designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. The list of pre-approved uses includes a range of intervention, treatment, education, and recovery services. The City will have annual reporting obligations on the use of the funds.

Also similar to the first approved settlements, before the funds in the additional settlements are released, certain milestones must be met which, if not met, could allow the settling defendants to void the agreements. The principal milestone is that a

the settling jurisdictions to void the agreements. The principal objective is that a "critical mass" of both state and local governments "opt in" and, thereby, participate in the settlement. The extent of this participation will determine whether the settlement agreements take effect.

Local jurisdictions "opt in" by executing a Participation Agreement. The deadline for Garden Grove and other jurisdictions to "opt in" on these additional settlements is April 18, 2023. Given the tight deadline, the City has already submitted the documentation indicating that it will participate, pending ratification by the City Council with the approval of the attached resolution.

The California Attorney General provides more information and copies of the agreements at the following website: <https://oag.ca.gov/opioids>

FINANCIAL IMPACT

The State of California stands to receive up to \$1.8 billion in abatement funding from the settlements, depending on the amount of participation by cities and counties. 85% of abatement funds will go directly to cities and counties. The actual amount that would be allocated to the City of Garden Grove has not yet been determined. We will receive this information once all participants have joined in the settlement.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the Resolution approving and ratifying participation in the additional national opioid settlement agreements; and
- Authorize the City Manager to take all necessary and reasonable actions to effectuate the City's participation, including executing all necessary agreements and documents subject to the review and approval of the City Attorney, including any future settlements.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	4/3/2023	Resolution	Resolution_Approving_Participation_in_Additional_National_Opioid_Settlements.docx

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CALIFORNIA, APPROVING AND RATIFYING PARTICIPATION IN NATIONAL OPIOID SETTLEMENT AGREEMENTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL RELATED DOCUMENTS

WHEREAS, on December 14, 2021, the City Council adopted Resolution No. 9717-21 approving participation in the settlement that was reached in multi-district litigation in Ohio brought by states and cities against McKesson, Cardinal Health and Amerisource Bergen, and the opioid manufacturer Janssen Pharmaceuticals, Inc. (a subsidiary of Johnson & Johnson); and

WHEREAS, additional settlements have been reached with manufacturers Teva and Allergan, and pharmacies Walgreens, Walmart and CVS, for their roles in the opioid epidemic; and

WHEREAS, opting-in to the settlement will enable to the City receive funds from the Settlement, which can be used to treat opioid use disorder and for other specified purposes related to opioid abatement costs, as defined; and

WHEREAS, the City wishes to agree to the material terms of the proposed Settlement in order to receive monetary payments therein to fund opioid abatement costs; and

WHEREAS, jurisdictions must opt-in to the Settlement before April 18, 2023; and

WHEREAS, the City Council wishes to approve participation in future settlements.

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

SECTION 1. Participation in National Opioid Settlements. The City Council hereby approves, ratifies, and elects to “opt in” to the settlement agreements reached with manufacturers Teva and Allergan, and with pharmacies Walgreens, Walmart and CVS relating to the National Multi-District Opioid Litigation, as a full participant. The City Council further authorizes the City Manager to approve participation in any additional National Opioid Settlements as they may be approved in the future by the State of California.

SECTION 2. City Manager Appointment. The City Manager is hereby appointed as the City’s Authorized Representatives and authorizes the City Manager to take all necessary and reasonable actions to effectuate the City’s participation in the settlements and sign

all necessary agreements and documents, each following review and approval of the City Attorney.

Adopted this 11th day of April, 2023.

City Council approval.

FINANCIAL IMPACT

The cost to participate in the conference including related travel is approximately \$1,800. Funds for this expense will be paid from the current City Council budget.

RECOMMENDATION

It is recommended that the City Council:

- Authorize participation by Council Member Nguyen in the NALEO Conference in New York on July 11-13, 2023 including travel, food, and other ancillary expenses.

ATTACHMENTS:

Description	Upload Date	Type	File Name
NALEO Conference Agenda	4/3/2023	Cover Memo	NALEO_ANNUAL_CONFERENCE_Agenda.docx

NALEO ANNUAL CONFERENCE AGENDA

July 10, 2023

Conference Registration: Early Check-In 2:00 PM-5:00 PM ET

July 11, 2023

Opening Gavel Breakfast Ceremony 9:00 AM-10:00 AM ET

NALEO Service Project 10:00 AM-12:00 PM ET

Understanding the Pandemic’s Role and Impact on Families and Children 10:30 AM-11:30 AM ET

Concurrent Breakout Session
The Nuts and Bolts of County and Municipal Budgets 10:30 AM-11:30 AM ET

Concurrent Breakout Session
Emergency Preparedness: Droughts 10:30 AM-11:30 AM ET

Concurrent Breakout Session
The Digital Economy & Blockchain Technology 10:30 AM-11:30 AM ET

Concurrent Breakout Session
National Leadership Luncheon & Plenary: New York Latino Diaspora 12:00 PM-1:30 PM ET

NALEO Marketplace and Networking Break 1:30 PM-2:00 PM ET

NALEO Service Project 1:30 PM-3:00 PM ET

Securing our Critical Infrastructures 2:00 PM-3:00 PM ET

Concurrent Breakout Session
Small Businesses and Latino Entrepreneurship 2:00 PM-3:00 PM ET

Concurrent Breakout Session
Understanding our Communities: The History of Puerto Rico and the Diaspora 2:00 PM-3:00 PM ET

Concurrent Breakout Session
"Newly" Alumni Networking 3:30 PM-4:30 PM ET

Opening Reception: Welcome to the Big Apple 5:00 PM-7:00 PM ET

July 12, 2023

Breakfast Plenary: Latina Leadership 8:45 AM-10:15 AM ET

NALEO Service Project 10:00 AM-12:00 PM ET

The Fentanyl Crisis in Schools 10:30 AM-11:30 AM ET

Concurrent Breakout Session Emergency Preparedness: Floods	10:30 AM-11:30 AM ET
Concurrent Breakout Session	
Workforce Development for Local Government: Hiring for Open Positions	10:30 AM-11:30 AM ET
Concurrent Breakout Session	
Electrification	10:30 AM-11:30 AM ET
Concurrent Breakout Session	
National Leadership Luncheon & Plenary: Economic and Financial Outlook	12:00 PM-1:30 PM ET
NALEO Marketplace and Networking Break	1:30 PM-2:00 PM ET
NALEO Service Project	1:30 PM-3:00 PM ET
Best Practices Policy Expo: Community Resiliency in the Face of Tragedy	2:00 PM-3:00 PM ET
Lifetime Membership Networking	3:30 PM-4:30 PM ET
 July 13, 2023	
Breakfast Plenary: Discussion with National Leaders	9:00 AM-10:00 AM ET
NALEO Service Project	10:00 AM-12:00 PM ET
Having Courageous Conversations on Race in America	10:30 AM-11:30 AM ET
Concurrent Breakout Session The Nuts and Bolts of School District Budgets	10:30 AM-11:30 AM ET
Concurrent Breakout Session National Leadership Luncheon	12:00 PM-1:00 PM ET
Presidential Forum	1:00 PM-2:00 PM ET
Latino Leadership – Developing Coalitions and Agendas across Ethnic and Community Interests	2:30 PM-3:30 PM ET
The NALEO Network at Work: Charla on Leadership and Best Practices Leadership, Compassion Fatigue, and Self-Care	2:30 PM-3:30 PM ET
The NALEO Network at Work: Charla on Leadership and Best Practices Newly Elected & Alumni Roundtables	2:30 PM-3:30 PM ET
The NALEO Network at Work: Charla on Leadership and Best Practices	

FINANCIAL IMPACT

The construction (\$131,736), maintenance (\$9,360), along with contingency (\$14,109), will establish a project amount of \$155,205. Funding is provided by general funds in the Economic Development operational budget GL-1112111280, JL-NC1326274.

RECOMMENDATION

It is recommended that the City Council:

- Award contracts to AME Builders, Inc., dba AME Roofing, in the amount of \$131,736 (construction) and \$9,360 (maintenance), for the Silicone Roofing Project, 11277 Garden Grove No. 02-2023;
- Authorize the Finance Director to appropriate \$141,096 when appropriate (GL-1112111280, JL-NC1326274);
- Authorize a 10 percent contingency for unforeseen increases or change orders for the term of the contracts available at the sole discretion of the City Manager; and
- Authorize the City Manager, or her designees, to execute the contracts, and make minor modifications, on behalf of the City, as appropriate thereto.

By: Paul Guerrero, Sr. Real Property Agent

ATTACHMENTS:

Description	Upload Date	Type	File Name
Construction Contract	3/31/2023	Agreement	AME_Builders__Inc._dba_AME_Roofing_-_Construction_Contract_-_Silicone_Roofing_Project_11277_Garden_Grove_No._02-2023.pdf
Maintenance Agreement	4/5/2023	Agreement	AME_Builders__Inc._dba_AME_Roofing_-_Maintenance_Services_Agreement_-_Silicone_Roofing_Project_11277_Garden_Grove_No._02-2023.docx

CONSTRUCTION CONTRACT

THIS CONTRACT is made this ____ day of March, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, referred to as ("CITY"), and **AME Builders, Inc. dba AME Roofing**, hereinafter referred to as ("CONTRACTOR").

RECITALS:

1. The Contract is entered into pursuant to Garden Grove Council authorization, dated March ____, 2023.
2. CITY desires to utilize the services of CONTRACTOR to Furnish All Labor, Material, Equipment, Disposal, Prep, and Safety Measures for the silicone roof at the building located at 11277 Garden Grove Boulevard, Garden Grove, CA per the Bid Specifications and per Attachment "A", Line Items Number 1, 2, and 3.
3. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 4.0 Compensation.** CONTRACTOR shall be compensated as follows: Compensation under this Contract shall be a Not To Exceed (NTE) amount of One Hundred Thirty One Thousand Seven Hundred Thirty Six Dollars and 00/100 cents (\$131,736) payable in arrears and in accordance with Bid Proposal (Attachment "A"), which is attached and is hereby incorporated by reference. Payment for work under this Contract shall be made per invoice or request for work completed subject to Section 4.11 hereof. All work shall be in accordance with Bid No. Silicone Roofing Project 11277 Garden Grove No. 02-2023 and the Plans and Specification. For work under this Contract, 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 Contract, a written authorization by CITY will be required, and payment shall be based on schedule included in Scope of Work (Attachment "A").
- 4.1 General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, Plans and Specifications, and Contractor's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

"**Project**" as used herein defines the entire scope of the work covered by all the Contract Documents. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to CITY's Engineer, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR'S own risk and expense. The decision of the Engineer shall be final.

4.2 Materials and Labor. CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

4.3 Project. The PROJECT is described as: **CITY OF GARDEN GROVE – SILICONE ROOFING PROJECT 11277 GARDEN GROVE NO. 02-2023.**

4.4 Plans and Specifications. The work to be done is described in a set of detailed Plans and Specifications entitled: **CITY OF GARDEN GROVE – SILICONE ROOFING PROJECT 11277 GARDEN GROVE NO. 02-2023.**

Said Plans and Specifications and any revisions, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of CITY which are also incorporated herein and referred to by reference.

4.5 Time of Commencement and Completion. CONTRACTOR agrees to commence the Project with **fourteen (14) calendar** days from the date set forth in the "Notice to Proceed" sent by CITY and shall diligently prosecute the work to completion within **fifteen (15) working days**, excluding delays caused or authorized by the CITY as set forth in Sections 4.7, 4.8 and 4.9 hereof. The completion dates shall include any material delivery.

4.6 Time is of the Essence. Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other contractors, subcontractors and of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 4.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other

subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

4.7 Excusable Delays. CONTRACTOR shall be excused for any delay in the prosecution or completion of the Project caused by acts of God; inclement weather; damages caused by fire or other casualty for which CONTRACTOR is not responsible; and act, neglect or default of CITY; failure of CITY to make timely payments to CONTRACTOR; late delivery of materials required by this CONTRACT to be furnished by CITY; combined action of the workers in no way caused by or resulting from default or collusion on the part of CONTRACTOR; a lockout by CITY; or any other delays unforeseen by CONTRACTOR and beyond CONTRACTOR'S reasonable control.

CITY shall extend the time fixed in Section 4.5 herein for completion of the Project by the number of days CONTRACTOR has thus been delayed, provided that CONTRACTOR presents a written request to CITY for such time extension within fifteen (15) days of the commencement of such delay and CITY finds that the delay is justified. CITY'S decision will be conclusive on the parties to this Contract. Failure to file such request within the time allowed shall be deemed a waiver of the claim by CONTRACTOR.

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities will be determined in accordance with Section 9-103A of the State of California Department of Transportation Standard Specifications. The CITY'S decision will be conclusive on all parties to this Contract.

4.8 Extra Work. The Contract price includes compensation for all work performed by CONTRACTOR, unless CONTRACTOR obtains a written change order signed by a designated representative of CITY specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in Section 4.9 hereof. CITY shall extend the time fixed in Section 4.5 for completion of the Project by the number of days reasonably required for CONTRACTOR to perform the extra work, as determined by CITY'S Engineer. The decision of the CITY's Engineer shall be final.

4.9 Changes in Project.

4.9.1 CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

- a. in the Specifications (including drawings and designs);
- b. in the time, method or manner of performance of the work;
- c. in the CITY-furnished facilities, equipment, materials, services or site; or
- d. directing acceleration in the performance of the work.

4.9.2 A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the CITY which causes any change, provided CONTRACTOR gives the CITY written notice stating the date,

circumstances and source of the order and that CONTRACTOR regards the order as a change order.

- 4.9.3** Except as provided in this Section 4.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 9 or entitle CONTRACTOR to an equitable adjustment.
- 4.9.4** If any change under this Section 4.9 causes an increase or decrease in CONTRACTOR'S actual, direct cost or the time required to perform any part of the work under this Contract, whether or not changed by any order, the CITY shall make an equitable adjustment and modify the Contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (4.9.2) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as required in paragraph (4.9.2). In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.
- 4.9.5** If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 4.9, it must, within thirty (30) days after receipt of a written change order under paragraph (4.9.1) or the furnishing of a written notice under paragraph (4.9.2), submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR may include the statement of claim in the notice under paragraph (4.9.2) of this Section 4.9.
- 4.9.6** No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.
- 4.9.7** CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change therefrom is authorized in writing by the CITY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deduction, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns therefor shall be submitted without delay by CONTRACTOR to CITY.
- 4.10 Liquidated Damages for Delay.** The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 4.5 herein, plus the allowance made for delays or extensions authorized under Section 4.7, 4.8 and 4.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of two hundred and fifty dollars (\$250.00) per day for each and every calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and

further agrees that CITY may offset the amount of liquidated damages from any moneys due or that may become due CONTRACTOR under the Contract.

4.11 Contract Price and Method of Payment. CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum as itemized in the bid proposal. Progress payments shall be made to the CONTRACTOR per month for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety five percent (95%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. The CITY will retain five percent (5%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the CITY'S Engineer, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract. Partial payments of the Contract price shall not be considered as an acceptance of any part of the work.

4.12 Substitution of Securities in Lieu of Retention of Funds. Pursuant to California Public Contract Code Section 22300, the CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

4.13 Completion. CITY may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier in connection with Stop Notices, which have been filed under the provisions of the statutes of the State of California.

4.14 Contractor's Employee Compensation.

4.14.1 General Prevailing Rate. CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less

than the Federal Minimum wage rate which most closely approximates the duties of the employees in question.

- 4.14.2 Forfeiture for Violation.** CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.
- 4.14.3 Apprentices.** Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of specialty contractors not bidding for work through a general or prime contractor involves less than thirty thousand dollars (\$30,000.00).
- 4.14.4 Workday.** In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him thereunder except as provided in paragraph (4.14.1) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et sep.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.
- 4.14.5 Record of Wages: Inspection.** CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3).

4.14.6 CONTRACTOR REGISTRATION; MAINTENANCE OF PAYROLL RECORDS; JOB SITE POSTING

4.14.6.1 **Contractor Registration**. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

4.14.6.2 **Payroll Records**. CONTRACTOR shall maintain accurate payroll records and shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3).

4.14.6.3 **Posting of Job Site Notices**. CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2).

4.14.6.4 **Notice of DIR Compliance Monitoring and Enforcement**. Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

4.15 Surety Bonds. CONTRACTOR shall, upon entering into performance of this Contract, furnish bonds in the amount of one hundred percent (100%) of the Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the Contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. The Surety Company must have an AM Best rating of A- VII or better.

4.16 Insurance.

4.16.1 CONTRACTOR is also aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance with provisions of that Code and will comply with such provisions before commencing the performance of the work of this Contract.

4.16.2 CONTRACTOR and all subcontractors will carry and provide Workers' Compensation insurance for the protection of its employees during the progress of the work and provide Employers Liability in an amount not less than \$1,000,000. The insurer shall waive its rights of subrogation against the CITY, its officers, agents and employees and shall issue a certificate to the policy evidencing same.

4.16.3 For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or

volunteers shall by excess of the CONTRACTOR'S insurance and shall not contribute with it.

4.16.4 Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish certificates of insurance and endorsements evidencing the foregoing insurance coverage and such certificates of insurance and endorsements shall provide the name and policy number of each carrier and that the insurance is in force and will not be cancelled without 30 days written notice to the CITY. CONTRACTOR shall maintain all of the foregoing insurance in force until the work under this contract is satisfactorily and fully completed to the satisfaction of the CITY. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by Contractor under Section 4.17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company having a Best's Guide Rate of A-, Class VII or better (claims made and modified occurrence policies are not acceptable).

4.16.5 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. Contractor shall also provide a waiver of subrogation for each policy.

4.16.6 INSURANCE AMOUNTS. CONTRACTOR and all subcontractors shall maintain the following insurance in the amount and type for the duration of this Agreement:

(a) Commercial general liability in an amount not less than \$1,000,000 per occurrence, and not excluding XCU; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

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

An Additional Insured Endorsement, **On-going and Products- Completed Operations**, for the policy under section 4.16.6 (a) shall designate the CITY OF GARDEN GROVE, their officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR.

CONTRACTOR shall provide to the CITY proof of insurance and endorsement forms that conform to the CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.16.6 (b) shall designate the CITY OF GARDEN GROVE, their officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to the CITY proof of insurance and endorsement forms that conform to the CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.16.6 (c) shall designate the CITY OF GARDEN GROVE, their officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to the CITY proof of insurance and endorsement forms that conform to the CITY's requirements, as approved by the CITY OF GARDEN GROVE.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers, for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY shall be excess of the CONTRACTOR's insurance and 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.

4.17 Risk and Indemnification. All work covered by this Contract done at the site of the Project or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep the CITY OF GARDEN GROVE, their Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the *active negligence* or sole willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

4.18 Termination.

4.18.1 This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Termination of contract shall conform to Section 8-1.11 of the State of California, Department of Transportation Standard Specifications.

4.18.2 If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred in accordance with section 8-1.11 of the State of California, Department of Transportation Standard Specifications.

4.18.3 Upon receipt of a termination action under paragraph (4.18.1) or (4.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

4.18.4 Upon termination under paragraphs (4.18.1) and (4.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

4.19 Warranty. The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY'S designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances provided under this Contract and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

4.20 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, *each party shall be responsible for their own attorneys' fees, costs and necessary expenses.* If any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to all attorneys' fees, costs and necessary disbursements arising out of the defense or such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

4.21 Notices. Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing.

- a. (Address of City is as follows):
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
Real Property Division
Real Property Agent
- (with a copy to):
Garden Grove City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840
- b. (Address of CONTRACTOR is as follows):
AME Builders, Inc. dba AME Roofing
Attention: Don Seo
1242 Transit Avenue
Pomona, CA 91766

4.22 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefor by the CITY 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 OF GARDEN GROVE.

\\ \\ \\

[AGREEMENT SIGNATURE BLOCK ON NEXT PAGE]

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
Lisa L. Kim, City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
AME Builders, Inc. dba AME Roofing

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No.: _____

DIR Registration No.: _____

Expiration Date: _____

Contractor's Classification: _____

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 the CITY.

APPROVED AS TO FORM:

Garden Grove City Attorney

Date: _____

**ATTACHMENT "A"
CONTRACTOR'S PROPOSAL**

CONTRACTOR'S PROPOSAL

CONTRACTOR'S NAME (BIDDER): AME Builders Inc dba AME Roofing

THE HONORABLE MAYOR AND GARDEN GROVE CITY COUNCIL MEMBERS
11222 ACACIA PARKWAY, GARDEN GROVE, CALIFORNIA 92842

**SUBJECT PROJECT: CITY OF GARDEN GROVE – SILICONE ROOFING PROJECT
11277 GARDEN GROVE NO. 02-2023**

Contractors, the undersigned, having carefully examined the Plans and Specifications for the above subject Project and having personally visited the site, work, and made familiar with the conditions, HEREBY PROPOSE to furnish all labor, materials, equipment, and transportation, and do all the work required to complete the said work in accordance with said Plans and Specifications for the unit prices named in the following bid proposal:

TOTAL BID PROPOSAL

ITEM	APPROX. QUANTITY	◆ BELOW, FOR EACH ITEM, WRITE UNIT PRICE IN WORDS	UNIT PRICE	ITEM TOTAL
1.	16200 L.S.	Prep, Inspect, Apply 100% Silicone Roof Deck ◆ <u>One Hundred Twenty Seven Thousand Six Hundred Fifty Six Dollars</u> Per Lump Sum	\$ 7.88	\$ 127,656.00
2.	1 EA.	Remove and Install new Steel Roof Access Hatch ◆ <u>Three Thousand Seven Hundred Dollars</u> Per Each	\$ 3,700.00	\$ 3,700.00
3.	1 EA.	Install Safety Corner Grab Bar ◆ <u>Three Hundred Eighty Dollars</u> Per Each	\$ 380.00	\$ 380.00
4.	2 EA.	Wash, Inspect, and Maintain, Two Times, One Year ◆ <u>Four Thousand Six Hundred Eighty Dollars</u> Per Each	\$ 4,680.00	\$ 9,360.00

TOTAL BID PROPOSAL (Total of Items 1 through 4): \$ 141,096.00

***Total Bid Proposal Shall be in Written Words Below*:**

* One Hundred Forty One Thousand Ninety Six Dollars

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the CITY does not expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class of portion of the work as may be deemed necessary or expedient by the CITY's representative.

NOTES:

- Contract will be awarded to lowest responsible bidder, based on amount shown under TOTAL BID PROPOSAL.
- In case of discrepancy between the words and figures, the words shall prevail.
- The Project is pending the award of Grant Funds and the Contract award will be made within one hundred and eighty (180) calendar days after the opening of the proposals.
- See attached Appendix "A" and Special Provisions.

MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT is made this 11th day of March, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, referred to as ("CITY"), and **AME Builders, Inc. dba AME Roofing**, hereinafter referred to as ("CONTRACTOR").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Council approval dated April 11, 2023.
2. The Scope of Work is defined on Bid Proposal for the project described as: **CITY OF GARDEN GROVE - SILICONE ROOFING PROJECT 11277 GARDEN GROVE NO. 02-2023**, Line Item Number 4 (one-year maintenance).
3. CITY desires to utilize the services of CONTRACTOR to **provide roof maintenance services that includes, but not limited to, all material, labor, and transportation to clean, inspect, and maintain the silicone roof as required by the CITY.**
3. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish the required services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination:** The term of the Agreement shall be valid from full execution of the Agreement and shall remain in effect for one year after completion of the roofing work performed pursuant to the roofing construction project agreement number 02-2023. This Agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment "A" and is hereby incorporated by reference. CONTRACTOR is required to present evidence to support performed work.
2. **Services to be Provided:** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the CONTRACTOR's Proposal, which is attached hereto as (Attachment "A") and incorporated herein by reference. The proposal and this Agreement do not guarantee any specific amount of work. CONTRACTOR warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with customary and usual practices in CONTRACTOR's profession and the standards prevalent in the industry for such services. By executing this Agreement, CONTRACTOR warrants that it has carefully considered how the work should be performed and fully understands

the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

3. **Compensation.** CONTRACTOR shall be compensated as follows:

- 3.1 **Amount.** Total compensation under this Agreement shall not exceed (NTE) the total amount of Nine Thousand Three Hundred Sixty Dollars and 00/100 cents (\$9,360.00), payable in arrears and in accordance with the Proposal in Attachment "A" and incorporated herein by reference.
- 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. 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 the 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 each 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 SUB-CONTRACTORS 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 per occurrence; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to the 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 of \$1,000,000 combined single limit **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be approved by the CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

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

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, lease, hired, or borrowed by 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 to CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the 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 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 SUB-CONTRACTORS performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

(a) (CONTRACTOR)
AME Builders, Inc. dba AME Roofing
1242 Transit Avenue
Pomona, CA 91766
Attention: Don Seo

(b) (Address of CITY)	(with a copy to)
Paul Guerrero	City Attorney
Real Property Division	City of Garden Grove
City of Garden Grove	P.O. Box 3070
P.O. Box 3070	Garden Grove, CA 92840
Garden Grove, CA 92840	

10. **CONTRACTOR's Proposal.** This Agreement shall include CONTRACTOR's proposal, Exhibit "A" hereto, which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
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 sub-contractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any sub-contractor 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 agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR's agents, officers, employees, sub-contractors, 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 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. **Prevailing Wages.** The CITY has been advised that the Prevailing Wages Law applies to the work. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY. CONTRACTOR shall be responsible for CONTRACTOR's compliance in all respects with the Prevailing Wage Law, including the payment of the prevailing wage rates to all the laborers involved, and with California Labor Code Section 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776 and the implementing administrative regulations. CONTRACTOR shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3) and shall comply with the job site notices posting requirements

established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2). Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. The CITY shall be a third party beneficiary of the forgoing covenant with rights to enforce the same as against the CONTRACTOR.

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

\\ \\ \\

[AGREEMENT SIGNATURE BLOCK ON NEXT PAGE]

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
Lisa L. Kim, City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
AME Builders, Inc. dba AME Roofing

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No.: _____

DIR Registration No.: _____

Expiration Date: _____

Contractor's Classification: _____

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 the CITY.

APPROVED AS TO FORM:

Garden Grove City Attorney

Date: _____

ATTACHMENT "A"

Scope of Work Includes the Following:

CONTRACTOR'S PROPOSAL

CONTRACTOR'S NAME (BIDDER): AME Builders Inc dba AME Roofing

THE HONORABLE MAYOR AND GARDEN GROVE CITY COUNCIL MEMBERS
11222 ACACIA PARKWAY, GARDEN GROVE, CALIFORNIA 92842

**SUBJECT PROJECT: CITY OF GARDEN GROVE – SILICONE ROOFING PROJECT
11277 GARDEN GROVE NO. 02-2023**

Contractors, the undersigned, having carefully examined the Plans and Specifications for the above subject Project and having personally visited the site, work, and made familiar with the conditions, HEREBY PROPOSE to furnish all labor, materials, equipment, and transportation, and do all the work required to complete the said work in accordance with said Plans and Specifications for the unit prices named in the following bid proposal:

TOTAL BID PROPOSAL

ITEM	APPROX. QUANTITY	◆ BELOW, FOR EACH ITEM, WRITE UNIT PRICE IN WORDS	UNIT PRICE	ITEM TOTAL
1.	16200 L.S.	Prep, Inspect, Apply 100% Silicone Roof Deck ◆ <u>One Hundred Twenty Seven Thousand Six Hundred Fifty Six Dollars</u> Per Lump Sum	\$ 7.88	\$ 127,656.00
2.	1 EA.	Remove and Install new Steel Roof Access Hatch ◆ <u>Three Thousand Seven Hundred Dollars</u> Per Each	\$ 3,700.00	\$ 3,700.00
3.	1 EA.	Install Safety Corner Grab Bar ◆ <u>Three Hundred Eighty Dollars</u> Per Each	\$ 380.00	\$ 380.00
4.	2 EA.	Wash, Inspect, and Maintain, Two Times, One Year ◆ <u>Four Thousand Six Hundred Eighty Dollars</u> Per Each	\$ 4,680.00	\$ 9,360.00
TOTAL BID PROPOSAL (Total of Items 1 through 4):			\$ 141,096.00	

***Total Bid Proposal Shall be in Written Words Below*:**

* One Hundred Forty One Thousand Ninety Six Dollars

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the CITY does not expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class of portion of the work as may be deemed necessary or expedient by the CITY's representative.

NOTES:

1. Contract will be awarded to lowest responsible bidder, based on amount shown under TOTAL BID PROPOSAL.
2. In case of discrepancy between the words and figures, the words shall prevail.
3. The Project is pending the award of Grant Funds and the Contract award will be made within one hundred and eighty (180) calendar days after the opening of the proposals.
4. See attached Appendix "A" and Special Provisions.

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, February 28, 2023

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

CONVENE MEETING

At 6:37 p.m., Mayor Jones convened the meeting in the Council Chamber.

ROLL CALL PRESENT: (7) Council Members O’Neill, Tran, DoVinh,
Klopfenstein, Nguyen, Mayor Pro Tem
Brietigam, Mayor Jones

ABSENT: (0) None

INVOCATION

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

RECESS

At 6:39 p.m. Mayor Jones recessed the meeting.

RECONVENE

At 6:41 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

ADOPTION OF A RESOLUTION OF COMMENDATION OF CITY MANAGER SCOTT STILES FOR HIS SERVICE TO THE CITY OF GARDEN GROVE (F: 83.1-2023)

This matter was introduced and moved by Mayor Jones, seconded by Council Member Nguyen that:

A Resolution of Commendation recognizing City Manager Scott Stiles for his service to the City of Garden Grove, be adopted.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

COMMUNITY SPOTLIGHT IN RECOGNITION OF CITY MANAGER SCOTT STILES FOR HIS SERVICE TO THE CITY OF GARDEN GROVE (F: 83.1-2023)

City Manager Stiles thanked the City Council and City staff for their support during his tenure as City Manager since 2015.

INFORMATION ON THE 48TH ANNUAL AMERICANA AWARDS AS PRESENTED BY THE EXECUTIVE DIRECTOR HOWARD KUMMERMAN OF THE CYPRESS COLLEGE FOUNDATION (F: 90.3)

Executive Director, of the Cypress College Foundation, Howard Kummerman provided a brief PowerPoint presentation and thanked the City Council for their support.

STREET MEDICINE PROGRAM AS PRESENTED BY CALOPTIMA (F: 117.15C)

City Manager Kim introduced CalOptima CEO Michael Hunt and Executive Director of Medi-Cal/CalAIM Kelly Bruno-Nelson. Mr. Hunt introduced the Street Medicine Program and Ms. Bruno-Nelson provided a PowerPoint presentation featuring the goals, objectives, and services to address the health care needs for homeless individuals living on the streets.

ORAL COMMUNICATIONS

Speakers: Nicholas Dibs, Cyrise Smith, Teresa Tran, Maureen Blackmun, Rubi Garcia

RECESS

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

RECONVENE

At 7:28 p.m., Mayor Jones reconvened the meeting with all Council Members present.

ADOPTION OF A RESOLUTION OF COMMENDATION OF CITY MANAGER SCOTT STILES FOR HIS SERVICE TO THE CITY OF GARDEN GROVE (F: 83.1-2023)

This matter was considered earlier in the meeting.

REJECTION OF ALL CONSTRUCTION BIDS AND AUTHORIZATION TO RE-ADVERTISE
A BID FOR PROJECT NO. CP-1259000 – VARIOUS RESIDENTIAL STREETS
RECONSTRUCTION 2023 (F: 96.1)

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

All bids received on Wednesday, February 8, 2023, for Project No. CP-1259000 – Street Reconstruction Project, be rejected; and

Staff be authorized to re-advertise the project.

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

Ayes: (7) O’Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

AUTHORIZE ISSUANCE OF A PURCHASE ORDER WITH C. WELLS PIPELINE
MATERIALS, INC., FOR WATER APPURTENANCES

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

The Finance Director be authorized to issue a one-year purchase order with C. Wells Pipeline Materials, in the amount of \$200,000, for water appurtenances; and

The Finance Director be authorized to issue a renewal of the purchase order after the one year term if necessary.

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

Ayes: (7) O’Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

WARRANTS

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

Payroll Warrants issued on February 9, 2023, inclusive, as listed on the register and have been verified by the Finance Division as properly issued and bear all proper signatures be received and filed; and

Demands covered by EFT numbers 00032423 through 00032439, and check numbers 00684139 through 00684181 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures; and

Demands covered by Wire numbers 00001422 through 00001429; EFT numbers 00032440 through 00032453, and check numbers 00684182 through 00684288 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures; and

Demands covered by Wire numbers 00001430 through 00001444; EFT numbers 00032454 through 00032482; and check numbers 00684289 through 00684402 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures; and

Payroll Warrants issued on February 23, 2023, inclusive, as listed on the register and 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) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

CONSIDERATION TO APPOINT TO THE CITY'S COMMISSIONS, COMMITTEE, AND BOARD (CONTINUED FROM THE MEETINGS HELD ON JANUARY 24, 2023 AND FEBRUARY 14, 2023) (F: 122.0)

This matter was continued to the next meeting.

APPROVAL OF AN EMPLOYMENT AGREEMENT WITH LISA L. KIM FOR THE POSITION OF CITY MANAGER (F: 55-LISA KIM, CITY MANAGER)

Following staff introduction, Council Member DoVinh commented that the City Council interviewed qualified internal candidates and conducted a full day of deliberation with critical questions asked of each candidate.

Mayor Pro Tem Brietigam noted that the salary that was negotiated was commensurate with other cities in Orange County and the previous salary of the last City Manager.

With no further discussion, it was moved by Council Member Nguyen, seconded by Council Member Klopfenstein that:

The employment agreement with Lisa L. Kim for the position of City Manager, be approved; and

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

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

Following the vote, City Manager Lisa Kim thanked the City Council and commented on her excitement and commitment to serving as City Manager.

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

BUILDING STREAMLINING UPDATE (F: 35.1)

Mr. David Dent, Building Official, provided a PowerPoint presentation on the City's new streamlined online system for review and issuance of building permits. Prompting implementation of a new system were the following issues: No clear process or procedure for submitting projects, lack of predictability, the need for transparency and continuity in the permitting process, slow responses and service delivery, late surprises, lack of access to information, and delays during construction due to revision approvals. The new software system creates an easy to follow process for the public that includes an interactive dashboard and step by step instructions. The system's estimate for saving staff time is 25 to 35 percent that also reduces up to 90 percent of copying and recycling as well as increasing revenue by allowing more permits to be processed.

Council Member DoVinh noted that he and Council Member Tran attended the ADU workshop held by the City and encouraged more workshops. He spoke about attending a sister city tour ten years ago in Anyang, Korea with the City's former Mayor Bruce Broadwater, and how impressed they were with Anyang's "Smart City" technology. He praised Garden Grove's new online system and suggested having technical support for the public in multiple languages to the extent that it is affordable. He also suggested using "Build in Garden Grove" as a slogan to attract small developers. He asked that people be informed that permit information is a public document.

Council Member Klopfenstein praised Mr. Dent, noting the large scope of work that went into implementing this system that provides good communication and overall transparency. She confirmed that the system can be accessed on an iPad in real time.

Mayor Pro Tem Brietigam praised both Building Official David Dent, and City Manager Lisa Kim for moving forward with the new system and that now instead of taking two months to finalize a building permit, it is now three days. He agreed with Council Member DoVinh's comment about providing technical support in order to assist the public with navigating the new system. He confirmed that the system is accessible on the City's App.

Council Member O'Neill congratulated David Dent on this new system. This system is a big improvement that allows for real time information throughout the permit processing cycle.

Council Member Tran noted that she has received numerous complaints about the permitting process, and she thanked David Dent for implementing this new and simple to follow system.

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

Mayor Pro Tem Brietigam commented on the catalytic converter etching event at the Grease Monkey Garage with a nice turnout of about 40 cars. He encouraged people to have their catalytic converters etched to help minimize the crime of stolen converters. He noted that the cost for replacing a stolen catalytic converter is between \$3,000 and \$5,000. If a converter is not engraved, there is no chance that it will be returned to the owner. The Grease Monkey Garage on Knott Street is offering free engravings to customers who pay for an oil change. Kathy Ladd will be hosting an annual Chili Cook Off at Eastgate Park on March 4, 2023, at noon.

Council Member O'Neill congratulated Lisa Kim on her appointment as City Manager. He thanked all those who applied for the position, noting that the City Council wanted to give internal candidates the first opportunity; and that they were confident in the abilities of the internal candidates. The Orange County Fire Authority will be hosting an open house at 1 Fire Authority Way in Irvine on March 4, 2023, from 10:00 a.m. to 3:00 p.m. The Community Cleanup event in District 2 had to be rescheduled to May 13th, due to the rain; however, between now and May 13th, there will be five different events scheduled throughout the city with dates and locations posted on the City's website.

Council Member Tran thanked City Manager Kim for giving her a tour of the Navigation Center. She expressed her passion for helping alleviate homelessness; and she witnessed the Be Well team assisting someone. She noted that District 3 has many small businesses, and she is proactively promoting local businesses and plans to visit a business in District 3 every week. She expressed that she is happy to meet with the residents in her district for coffee. She thanked the Community Services team for taking her on a tour of the parks and noted the security risks in the public restrooms. She expressed the need to actively seek funding for park improvements. In reference to the collaboration with Mayor Pro Tem Brietigam, she expressed her

appreciation for his outreach to the community on the issue of catalytic converters, and also his respect for the business owners of the Grease Monkey Garage. She is looking forward to collaborating with Council Member O'Neill on future events in the community as well.

Council Member DoVinh congratulated newly appointed City Manager, Lisa Kim, and thanked outgoing City Manager, Scott Stiles for his service for the past seven years. He expressed his confidence in the decision to appoint Ms. Kim as City Manager, and his hope the City maintains its continuity and successful growth. He recognized former Mayor Broadwater in attendance at tonight's meeting who inspired him to public service. He noted that the Council will be meeting to discuss priorities and budget and encouraged anyone with questions to email him at joed@ggcity.org. He commented on the need to take care of staff in terms of pay increases and pension protections as the staff takes care of the city. He speculated that with the improvements to the permit system, and by promoting "Build in Garden Grove," that there will be resources available.

Council Member Klopfenstein commented on the presentation from CalOptima and how exciting it is to have a street medicine program that offers care to combat the crisis of homelessness. She listed the resources the City has implemented to help with this crisis that includes Be Well OC, the Special Resource Team, and the Navigation Center coming on line soon. She encouraged residents to read about the steps the City is taking to address the crisis of homelessness on the City's website, to talk with City staff, and to talk with the Council Members to learn about everything the City is doing to help our unhoused. She noted the continuous rain storms; however, reminded everyone to dump and drain standing water as the rain subsides to avoid mosquito infestation. Mosquitoes can breed on anything vulnerable to standing water, including calcium deposits on clay pots. She congratulated Lisa Kim for her appointment as City Manager, praising her hard work, vision, professionalism and dedication to the City.

Council Member Nguyen echoed Council Member Klopfenstein's enthusiasm for having the Street Medicine program, noting that as a former CalOptima employee and serving the last seven years as a council member, she has been an advocate for the whole person holistic approach to people seeking and needing medical attention. She expressed the importance for public safety, as well as the maintenance and improvements to infrastructure, but to also promote and help people to thrive in our city. She thanked everyone involved for getting these programs together including the Navigation Center that is located in her district. She met with the Executive Director of the Southern California Association of Governments (SCAG) where she had an opportunity to express how the assignment of the Regional Housing Needs Assessment (RHNA) of over 19,000 units in Garden Grove is the second highest number in the region, and how detrimental and unfair it is for the residents. She toured with the SCAG Director through her district, as well as neighboring districts that are currently impacted by density, and stressed the point that both Anaheim and Santa Ana were allowed an exemption for their RHNA numbers, while Garden Grove

was not provided an exemption because of being 3,000 population count short for meeting SCAG's exemption criteria. She attended the League of California Cities Board meeting and one of the topics discussed was ballot measures impacting local control. On May 4-5, local leaders from throughout Southern California will convene for SCAG's 58th annual Regional Conference and General Assembly, and she really hopes that her alternate for the League of California Cities, Council Member Tran, will be able to attend. She has two more years on the dais and she has worked hard the past six years at the state and regional level to make a name for Garden Grove, and she hopes that the work continues moving forward when she is no longer serving on the City Council. She and Mayor Jones met with Consular Audrey Gomez at the Mexican Consulate office in Santa Ana to discuss a sister city opportunity. Ms. Gomez did give them information on some of the programs available that Garden Grove staff could benefit by when exploring sister city opportunities. She noted that the delay in appointing commissioners was at her request as she felt that it was critical to allow for extended outreach for the purpose of having true district representation. She expressed the need to bring in disenfranchised portions of the community, and it's important to meet people where they are in the community. She also expressed the need to bring in new people and transition others out of those roles to give more people an opportunity for leadership and ownership of their community. She commented on how she will miss City Manager Stiles noting that she was blessed to have served on the council during his time as the City Manager. She is also very excited for having an Asian Woman of Color appointed as City Manager, pointing out that neighboring cities have also appointed Asian Women as their City Managers and that this serves to encourage young girls of color that leadership roles are within their reach.

City Manager Kim expressed her gratitude to the City Council for trusting her and appointing her as City Manager and she is excited to begin a new chapter in her career. She recognized David Dent's team for pulling together the GG Ready streamlined and online permitting program, and acknowledged Director Rao and his team for implementing the program on the City's website.

Mayor Jones closed the meeting in memory of Victoria McAmy, a long-time resident of West Garden Grove, who tragically passed away from her injuries sustained in a collision with a wrong way driver. In the words of Vicki's daughter, Laura Herzog, everyone who knew Vicki knew her to be a woman of faith who sprinkled love and joy everywhere.

ADJOURNMENT

At 8:31 p.m., Mayor Jones adjourned the meeting in memory of Victoria McAmy. The next Regular City Council Meeting is scheduled for Tuesday, March 14, 2023, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy
City Clerk



City of Garden Grove
Certificate of Warrants
Register Dates:
02/22/2023

This is to certify the demands covered by Wire numbers 00001483 through 00001514, EFT numbers 00033633 through 00033675, and check numbers 00685072 through 00685158 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 black ink, appearing to read 'Patricia Song'. The signature is written in a cursive style with a large initial 'P' and a long, sweeping underline.

Finance Director
Patricia Song

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Feb 16, 2023 and Feb 28, 2023
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Mar 9, 2023 11:12:24 AM

Page 1

AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00001483	V01579	ORANGE COUNTY FIRE AUT	02/22/2023	\$2,089,073.58
00001484	V00691	CITY OF GARDEN GROVE-W	02/22/2023	\$401,228.34
00001485	V00732	THE LINCOLN NATIONAL L	02/22/2023	\$8,834.28
00001486	V00789	SO CALIF EDISON CO	02/22/2023	\$509.34
00001487	V00789	SO CALIF EDISON CO	02/22/2023	\$144,006.17
00001488	V00789	SO CALIF EDISON CO	02/22/2023	\$8,052.26
00001489	V00789	SO CALIF EDISON CO	02/22/2023	\$3,235.71
00001490	V00789	SO CALIF EDISON CO	02/22/2023	\$3.18
00001491	V00792	SO CALIF GAS CO	02/22/2023	\$50.00
00001492	V00792	SO CALIF GAS CO	02/22/2023	\$79,692.52
00001493	V00805	TIME WARNER CABLE	02/22/2023	\$2,922.43
00001494	V00819	VERIZON WIRELESS-LA	02/22/2023	\$20,578.52
00001495	V02724	DEPARTMENT OF THE TREA	02/22/2023	\$311,254.65
00001496	V01375	EMPLOYMENT DEVELOPMENT	02/22/2023	\$95,646.43
00001497	V02725	EMPOWER RETIREMENT, LL	02/22/2023	\$119,291.51
00001498	V02152	EXPERT PAY CHILD SUPPO	02/22/2023	\$2,456.30
00001499	V02091	MARYLAND CHILD SUPPORT	02/22/2023	\$343.38
00001500	V00792	SO CALIF GAS CO	02/22/2023	\$50.00
00001501	V00792	SO CALIF GAS CO	02/22/2023	\$50.00
00001502	PC000062	UNION BANK PCARD AUTO PAYMENT	02/22/2023	\$42,066.02
00001503	V00813	UNION BANK	02/22/2023	\$546.26
00001504	V00789	SO CALIF EDISON CO	02/22/2023	\$14.47
00001505	V00792	SO CALIF GAS CO	02/22/2023	\$2,290.08
00001506	V02724	DEPARTMENT OF THE TREA	02/22/2023	\$217.95
00001507	V01375	EMPLOYMENT DEVELOPMENT	02/22/2023	\$11.84
00001508	V02087	DELTA CARE USA	02/22/2023	\$5,350.16
00001509	V02088	VISION SERVICE PLAN -	02/22/2023	\$7,848.40
00001510	V01596	PUBLIC EMPLOYEES' RETI	02/22/2023	\$512,708.98
00001511	V02780	THE PITNEY BOWES BANK	02/22/2023	\$20,000.00
00001512	V02724	DEPARTMENT OF THE TREA	02/22/2023	\$3,757.02
00001513	V01375	EMPLOYMENT DEVELOPMENT	02/22/2023	\$1,227.89
00001514	V01596	PUBLIC EMPLOYEES' RETI	02/22/2023	\$200.00
00033633	V00585	ADMINSURE	02/22/2023	\$16,939.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Feb 16, 2023 and Feb 28, 2023
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Mar 9, 2023 11:12:24 AM

Page 2

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00033634	V02668	AKESO OCCUPATIONAL HEALTH	02/22/2023	\$420.42
00033635	V01479	AMAZON WEB SERVICES, INC	02/22/2023	\$3,988.77
00033636	V00422	ARC DOCUMENT SOLUTIONS, LLC	02/22/2023	\$219.41
00033637	V01194	ASCAP	02/22/2023	\$2,185.00
00033638	V00175	CALIFORNIA YELLOW CAB	02/22/2023	\$12,246.75
00033639	V01042	CHARLES P CROWLEY CO, INC	02/22/2023	\$14,167.81
00033640	V02708	CHC: CREATING HEALTHIER COMMUNITIES	02/22/2023	\$45.00
00033641	V00672	CRON & ASSOCIATES TRANSCRIPTION, INC	02/22/2023	\$1,470.79
00033642	V00718	DANGELO CO (JWD ANGELO CO INC)	02/22/2023	\$3,432.15
00033643	V00673	DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC	02/22/2023	\$10,800.00
00033644	V02847	DILTEX INC	02/22/2023	\$47,388.88
00033645	V00103	GARDEN GROVE AUTOMOTIVE	02/22/2023	\$1,000.00
00033646	OTV000879	GARDEN GROVE POLICE ASSOCIATION	02/22/2023	\$17,518.67
00033647	V02707	GARDEN GROVE POLICE ASSOCIATION PAC	02/22/2023	\$3,570.00
00033648	V00218	GRAINGER	02/22/2023	\$751.08
00033649	V03057	GUNNER CONCRETE	02/22/2023	\$771.04
00033650	V00243	INDOFF, INC	02/22/2023	\$10,281.22
00033651	V00716	INTERVAL HOUSE	02/22/2023	\$4,197.00
00033652	V00368	JOHNSON CONTROLS SECURITY SOLUTIONS	02/22/2023	\$70.63
00033653	V01657	LYTLE SCREENPRINTING, INC	02/22/2023	\$380.36
00033654	V03060	INC. NEXGEN DESIGN BUILDERS	02/22/2023	\$16,705.94
00033655	V02602	OMEGA INDUSTRIAL SUPPLY INC	02/22/2023	\$477.81
00033656	V02706	ORANGE COUNTY EMPLOYEES ASSOCIATION	02/22/2023	\$3,353.97
00033657	V00136	ORANGE COUNTY WELDING, INC	02/22/2023	\$10,467.50
00033658	V00210	PEST OPTIONS, INC	02/22/2023	\$1,905.00
00033659	V03017	PIERCE LAW FIRM APC	02/22/2023	\$2,814.00
00033660	V02903	PRESENTATION FOLDER, INC	02/22/2023	\$100.00
00033661	V03020	PROJECT FINANCE ADVISORY LIMITED	02/22/2023	\$38,211.82
00033662	V03042	SA ASSOCIATES	02/22/2023	\$9,728.25
00033663	V00250	SIMPSON CHEVROLET OF GG	02/22/2023	\$247.95
00033664	V00384	STOMMEL, INC	02/22/2023	\$511.73
00033665	V02539	THE SOLIS GROUP	02/22/2023	\$1,484.00
00033666	V01458	TOYOTA OF GARDEN GROVE	02/22/2023	\$1,000.00
00033667	V03040	TRACY MILLER CONSULTING, INC.	02/22/2023	\$4,250.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Feb 16, 2023 and Feb 28, 2023
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Mar 9, 2023 11:12:24 AM

Page 3

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00033668	V00591	U S ARMOR CORP	02/22/2023	\$2,716.10
00033669	V00035	VERITIV OPERATING COMPANY	02/22/2023	\$7,252.38
00033670	V00104	WALLACE & ASSOCIATES	02/22/2023	\$64,886.00
00033671	V00826	WEST COAST ARBORISTS, INC	02/22/2023	\$16,176.55
00033672	V03104	INC. WEST COAST SAFETY SUPPLY	02/22/2023	\$6,668.56
00033673	V00828	WEST COAST SAND & GRAVEL	02/22/2023	\$706.88
00033674	V03066	WRENCH REBEL COLLISION, LLC	02/22/2023	\$2,565.00
00033675	V02089	SHANNON WAINWRIGHT	02/22/2023	\$553.85
00685072	V00635	ALL CITY MANAGEMENT SERVICES, INC	02/22/2023	\$13,422.00
00685073	V00145	AUTONATION FORD TUSTIN	02/22/2023	\$838.98
00685074	V00150	BILL'S SOUND & SECURITY	02/22/2023	\$2,653.00
00685075	V00125	BOUND TREE MEDICAL, LLC	02/22/2023	\$208.75
00685076	V00649	BROWNELLS, INC	02/22/2023	\$353.09
00685077	V00655	C WELLS PIPELINE MATERIALS, INC	02/22/2023	\$9,884.29
00685078	V01135	CAMFIL, USA, INC	02/22/2023	\$408.20
00685079	V00554	CARL WARREN & CO	02/22/2023	\$450.00
00685080	OTV002634	CRYSTAL RIDGE INVESTMENT LLC	02/22/2023	\$959.65
00685081	V01090	D-PREP, LLC	02/22/2023	\$249.00
00685082	V02819	D.S. CUSTOM LINENS, INC.	02/22/2023	\$349.40
00685083	V00537	DANIELS TIRE SERVICE	02/22/2023	\$2,215.70
00685084	V02871	DBS ADMINISTRATORS, INC.	02/22/2023	\$7,107.84
00685085	V01183	DEPARTMENT OF JUSTICE	02/22/2023	\$160.00
00685086	V00184	DIAMOND ENVIRONMENTAL SERVICES	02/22/2023	\$709.94
00685087	V01089	DISPENSING TECHNOLOGY CORP	02/22/2023	\$4,905.21
00685088	V03102	KEVIN DOLAN	02/22/2023	\$455.09
00685089	V00677	ECONOLITE CONTROL PRODUCTS, INC	02/22/2023	\$32,855.95
00685090	V00336	EXCLUSIVE AUTO DETAIL	02/22/2023	\$480.00
00685091	V00233	FACTORY MOTOR PARTS CO BIN 139107	02/22/2023	\$1,535.07
00685092	V00412	FEDERAL EXPRESS CORP	02/22/2023	\$215.04
00685093	V00829	FERGUSON ENTERPRISES, INC 1350	02/22/2023	\$15,681.34
00685094	V01379	FIVESTAR RUBBER STAMP ETC, INC	02/22/2023	\$168.27
00685095	V02257	FRANCHISE TAX BOARD	02/22/2023	\$687.68
00685096	V00143	FRYE SIGN CO	02/22/2023	\$695.00
00685097	V00054	GALLS LLC	02/22/2023	\$6,681.35

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Feb 16, 2023 and Feb 28, 2023
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Mar 9, 2023 11:12:24 AM

Page 4

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00685098	V00097	GOLDENWEST LAWNMOWERS & SCOOTERS	02/22/2023	\$92.61
00685099	V02039	GOVERNMENT TRAINING AGENCY SDRTC	02/22/2023	\$525.00
00685100	V01790	GREAT WOLF LODGE SOUTHERN CALIFORNIA	02/22/2023	\$3,292.93
00685101	V01386	GREEN HALO SYSTEMS	02/22/2023	\$273.00
00685102	V00711	HILL'S BROS LOCK & SAFE, INC	02/22/2023	\$2,072.92
00685103	V00034	HOME DEPOT CREDIT SERVICES	02/22/2023	\$8,606.88
00685104	V02447	HUMAN OPTIONS	02/22/2023	\$5,418.38
00685105	V00552	INLAND WATER WORKS SUPPLY	02/22/2023	\$23,871.78
00685106	V00531	IRV SEAVER MOTORCYCLES	02/22/2023	\$1,361.38
00685107	OTV002457	FUMIAKI ISSHIKI	02/22/2023	\$138.00
00685108	V00719	JAY'S CATERING	02/22/2023	\$242.56
00685109	V01411	MAGNUM OIL SPREADING, INC	02/22/2023	\$2,055.38
00685110	V01570	MEEDER PUBLIC FUNDS, INC	02/22/2023	\$6,000.00
00685111	V00151	MERCY HOUSE LIVING CENTERS	02/22/2023	\$48,009.05
00685112	OTV002632	MONARCH CONSULTING - WLCE	02/22/2023	\$425.00
00685113	V00270	MONTROSE ENVIRONMENTAL SOLUTIONS	02/22/2023	\$12,919.40
00685114	V02408	MOORE IACOFANO GOLTSMAN, INC	02/22/2023	\$7,285.00
00685115	V00541	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	02/22/2023	\$60,930.36
00685116	V01872	MurCal, INC	02/22/2023	\$514.48
00685117	V00205	NEW IMAGE COMMERCIAL FLOORING	02/22/2023	\$6,213.00
00685118	V00209	WHJ OCN,IND	02/22/2023	\$2,680.00
00685119	V01422	ORANGE COUNTY CLERK-RECORDER'S OFFICE	02/22/2023	\$50.00
00685120	V00559	ORANGE COUNTY EMERGENCY PET CLINIC	02/22/2023	\$2,448.00
00685121	V00775	ORANGE COUNTY REGISTER	02/22/2023	\$710.41
00685122	V00563	ORANGE COUNTY STRIPING SERV	02/22/2023	\$32,311.84
00685123	V00756	PARKHOUSE TIRE, INC	02/22/2023	\$2,666.78
00685124	V00767	POSTMASTER	02/22/2023	\$290.00
00685125	V00396	RADI'S CUSTOM UPHOLSTER	02/22/2023	\$950.00
00685126	V01605	RMA INTERNATIONAL LANDSCAPE ARCHITECTURE & PLANNIN	02/22/2023	\$11,050.00
00685127	V00778	ROSEBURROUGH TOOL, INC	02/22/2023	\$730.63
00685128	V00779	S C YAMAMOTO, INC	02/22/2023	\$1,927.00
00685129	V01490	SCANTRON CORP	02/22/2023	\$451.00
00685130	V01938	SELF-INSURANCE PLANS DEPT OF INDUSTRIAL RELATIONS	02/22/2023	\$225.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Feb 16, 2023 and Feb 28, 2023
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Mar 9, 2023 11:12:24 AM

Page 5

Check	Vendor #	Vendor Name	Issue Date	Check Amount	
00685131	V00784	SHOETERIA	02/22/2023	\$120.16	
00685132	V00785	SHRED CONFIDENTIAL, INC	02/22/2023	\$236.25	
00685133	V00450	SIMPLOT PARTNERS	02/22/2023	\$532.29	
00685134	V01415	SOCAL AUTO & TRUCK PARTS INC	02/22/2023	\$1,910.27	
00685135	V00788	SOUTH COAST AQMD	02/22/2023	\$620.61	
00685136	V01061	SOUTHERN CALIFORNIA EDISON	02/22/2023	\$2,255.07	
00685137	V00793	SOUTHERN CALIFORNIA GAS CO ML 711D	02/22/2023	\$121,453.39	
00685138	V00367	SOUTHERN COMPUTER WAREHOUSE	02/22/2023	\$1,081.61	
00685139	V00213	STATE INDUSTRIAL PRODUCTS	02/22/2023	\$2,281.29	
00685140	V00570	STRADLING, YOCCA,CARLSON & RAUTH	02/22/2023	\$30,171.00	
00685141	V03090	TECTA AMERICA SOUTHERN CALIFORNIA, INC	02/22/2023	\$3,600.00	
00685142	V01389	THE HOME DEPOT PRO	02/22/2023	\$184.83	
00685143	V00528	THE ORANGE COUNTY HUMANE SOCIETY	02/22/2023	\$25,833.33	
00685144	V00344	TIM HOGAN GRAPHICS	02/22/2023	\$1,103.81	
00685145	V00809	TURBO DATA SYSTEMS, INC	02/22/2023	\$1,673.21	
00685146	V00812	UNIFIRST CORP	02/22/2023	\$1,048.85	
00685147	V00814	UNITED PARCEL SERVICE	02/22/2023	\$36.39	
00685148	V01201	US BANK	02/22/2023	\$3,570.00	
00685149	OTV002333	JAIME VASQUEZ	02/22/2023	\$76.50	
00685150	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	02/22/2023	\$108,627.19	
00685151	V00527	WALTERS WHOLESALE ELECTRIC	02/22/2023	\$537.45	
00685152	V00823	WATERLINE TECHNOLOGIES, INC	02/22/2023	\$5,119.26	
00685153	V00824	WAXIE SANITARY SUPPLY	02/22/2023	\$802.38	
00685154	V01044	WESTERN WATER WORKS	02/22/2023	\$1,141.88	
00685155	V00134	WILLIAMS & MAHER, INC	02/22/2023	\$4,510.44	
00685156	V00582	WOODRUFF, SPRADLIN & SMART, A PROFESSIONAL CORP	02/22/2023	\$116.50	
00685157	V02962	YUNEX LLC	02/22/2023	\$3,475.96	
00685158	V00836	ZEP SALES & SERVICE	02/22/2023	\$306.04	
			EFT:	43	\$344,627.27
			Check:	119	\$4,557,011.24
			Total:	162	\$4,901,638.51



City of Garden Grove
Certificate of Warrants
Register Dates:
3/01/2023

This is to certify the demands covered EFT numbers 00033676 through 00034705, and check numbers 00685159 through 00685372 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 black ink, appearing to read 'Patricia Song', written over a horizontal line.

Finance Director
Patricia Song

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 1

AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00033676	H00252	12111 BAILEY STREET LLC	03/01/2023	\$1,271.00
00033677	H0951	12392 TO 12432 GROVEVIEW	03/01/2023	\$765.00
00033678	H00286	12909 CORDARY LLC	03/01/2023	\$6,467.00
00033679	H3409	12911 GALWAY ST, LLC	03/01/2023	\$3,290.00
00033680	H3297	13251 NEWLAND, LLC	03/01/2023	\$13,783.00
00033681	H00364	1512 W MISSION BLVD LLC	03/01/2023	\$1,695.00
00033682	H4567	15915 LA FORGE ST WHITTIER, LLC	03/01/2023	\$673.00
00033683	H3906	19822 BROOKHURST, LLC	03/01/2023	\$2,847.00
00033684	H00260	2175 S MULLUL DRIVE LLC	03/01/2023	\$3,172.00
00033685	H2617	2300 W EL SEGUNDO, LP DBA LOTUS GARDENS	03/01/2023	\$9,749.00
00033686	H4149	2555 WEST WINSTON ROAD, LP PEBBLE COVE APARTMENTS	03/01/2023	\$3,595.00
00033687	H4791	606 SOUTH 6TH ST ASSOCIATES, LP	03/01/2023	\$8,050.00
00033688	H2483	7632 21ST ST, LP	03/01/2023	\$6,356.00
00033689	H4654	8572 STANFORD, LLC	03/01/2023	\$2,573.00
00033690	H1044	ABCO CROWN VILLA,LTD	03/01/2023	\$938.00
00033691	H9002	ACACIAN APTS	03/01/2023	\$44,035.00
00033692	H00121	ADRIAN REALTY LLC	03/01/2023	\$3,020.00
00033693	H4389	ADRIATIC APTS	03/01/2023	\$1,031.00
00033694	H3401	AEGEAN APARTMENTS	03/01/2023	\$7,744.00
00033695	H4741	PARVIZ ALAI	03/01/2023	\$4,045.00
00033696	H00033	ALEXANY NGUYEN PROPERTIES, LLC	03/01/2023	\$1,508.00
00033697	H3512	ALFRED P VU & JULIE NGA HO, LLC	03/01/2023	\$1,716.00
00033698	H1684	REHANA ALIBULLA	03/01/2023	\$2,036.00
00033699	H4121	ALLARD APARTMENT, LLC	03/01/2023	\$7,922.00
00033700	H3645	LYNN KATHLEEN ALLEN	03/01/2023	\$119.00
00033701	H2454	ALTEZA,INC	03/01/2023	\$1,858.00
00033702	H4668	AMCAL OCEANA FUND, LP OCEANA APARTMENTS	03/01/2023	\$1,301.00
00033703	H2489	AMERICAN FAMILY HOUSING	03/01/2023	\$10,009.00
00033704	H00093	SALMAN M AMIR	03/01/2023	\$2,507.00
00033705	H2938	ANAHEIM SUNSET PLAZA APTS	03/01/2023	\$7,806.00
00033706	H00336	ANIME INVESTMENTS LLC	03/01/2023	\$1,615.00
00033707	H4371	CHUNG NAN AOU	03/01/2023	\$1,140.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 2

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00033708	H00181	AP TRUST DATED 01/20/21	03/01/2023	\$1,965.00
00033709	H4254	ARBOR VILLAS, LLC	03/01/2023	\$3,116.00
00033710	H00328	ARC EQUITIES LLC	03/01/2023	\$1,700.00
00033711	H00048	JESSIE WONG ARIAS	03/01/2023	\$1,945.00
00033712	H4027	TIMOTEO ARJON	03/01/2023	\$1,504.00
00033713	H3930	EIDA A ATTIA	03/01/2023	\$1,931.00
00033714	H4272	PAUL AUDUONG	03/01/2023	\$1,521.00
00033715	H4532	AUGUSTA GROUP INVESTMENTS INC	03/01/2023	\$1,136.00
00033716	H00180	AVANATH FESTIVAL LP	03/01/2023	\$2,150.00
00033717	H00084	AVANATH GROVE LP	03/01/2023	\$46,193.00
00033718	H2062	AYNEM INVESTMENTS, LP	03/01/2023	\$15,730.00
00033719	H00393	B&Y INDUSTRIES LLC	03/01/2023	\$1,130.00
00033720	H00210	B2B INVESTMENTS LLC	03/01/2023	\$1,763.00
00033721	H4505	BACH & JASON NGUYEN INVESTMENT LLC	03/01/2023	\$1,771.00
00033722	H4295	BAKER RANCH AFFORDABLE, LP	03/01/2023	\$1,882.00
00033723	H4403	HA BANH	03/01/2023	\$3,498.00
00033724	H00406	MINDY K BANH	03/01/2023	\$1,054.00
00033725	H2370	BARRY SAYWITZ PROP TWO, LP	03/01/2023	\$5,853.00
00033726	H4777	BDA INVESTMENTS, LLC	03/01/2023	\$1,328.00
00033727	H00092	BEACH BOULEVARD COTTAGES LLC	03/01/2023	\$993.00
00033728	H4797	BEACH CREEK PARTNERS II, LP	03/01/2023	\$1,576.00
00033729	H4735	BEACHWOOD VILLAGE APARTMENTS	03/01/2023	\$1,324.00
00033730	H4368	BEHRENS PROPERTIES, LLC	03/01/2023	\$993.00
00033731	H3168	BELAGE PRESERVATION, LP	03/01/2023	\$1,217.00
00033732	H00115	BELLECOUR APARTMENTS	03/01/2023	\$1,523.00
00033733	H4463	BERTINA PANG LOH CHANG	03/01/2023	\$166.00
00033734	H3365	JAIME OR MAGALI BERTRAN	03/01/2023	\$1,470.00
00033735	H00064	BEXAEW THE HAVENS LP	03/01/2023	\$4,544.00
00033736	H3115	ANIL BHALANI	03/01/2023	\$1,376.00
00033737	H0645	N C BHATT	03/01/2023	\$4,666.00
00033738	H00310	BHN MANAGEMENT INC	03/01/2023	\$3,999.00
00033739	H00347	WILLIAM RICHARDO BONNER	03/01/2023	\$1,640.00
00033740	H00167	DAVID BORTHWICK	03/01/2023	\$1,658.00
00033741	H4331	BOWEN PROPERTY, LLC	03/01/2023	\$1,574.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 3

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00033742	H0231	MAI BOZARJIAN	03/01/2023	\$20,456.00
00033743	H4085	MAI BOZARJIAN	03/01/2023	\$5,805.00
00033744	H4399	BRIAR CREST / ROSE CREST	03/01/2023	\$3,302.00
00033745	H4784	BRIDGE WF CRYSTAL VIEW AGP, LLC	03/01/2023	\$3,453.00
00033746	H0968	SHARON OR NORMAN BROWN	03/01/2023	\$4,501.00
00033747	H4088	BACH BUI	03/01/2023	\$1,243.00
00033748	H4656	DANIEL D BUI	03/01/2023	\$1,982.00
00033749	H3590	DUNG BUI	03/01/2023	\$933.00
00033750	H4664	LONG BUI	03/01/2023	\$1,178.00
00033751	H0276	MINH Q BUI	03/01/2023	\$2,156.00
00033752	H3322	MONICA BUI	03/01/2023	\$1,571.00
00033753	H1510	NGA HUYNH BUI	03/01/2023	\$1,294.00
00033754	H4779	TAM BUI	03/01/2023	\$1,281.00
00033755	H4760	THINH BUI	03/01/2023	\$1,637.00
00033756	H4108	THUAN BUI	03/01/2023	\$4,707.00
00033757	H4075	TRJET THO-MINH BUI	03/01/2023	\$2,100.00
00033758	H3524	DAVID M BURLEY	03/01/2023	\$1,730.00
00033759	H2916	THU T CAI-NGUYEN	03/01/2023	\$694.00
00033760	H3272	CAMBRIDGE HEIGHTS, LP	03/01/2023	\$1,227.00
00033761	H00391	LARRY THANH CAN	03/01/2023	\$1,988.00
00033762	H2159	HUONG B CAO	03/01/2023	\$872.00
00033763	H4457	MYTRANG CAO	03/01/2023	\$1,621.00
00033764	H2856	PHUOC GIA CAO	03/01/2023	\$5,659.00
00033765	H00139	CASA CIENTO ASSOCIATES LP C/O ARNEL MANAGEMENT CO	03/01/2023	\$1,675.00
00033766	H4524	CASA MADRID	03/01/2023	\$1,315.00
00033767	H00380	CASA PALOMA	03/01/2023	\$5,480.00
00033768	H4073	CASCADE TERRACE APARTMENTS	03/01/2023	\$5,123.00
00033769	H4689	DAVID G CASCINO	03/01/2023	\$2,553.00
00033770	H3904	KOU LEAN CHAN	03/01/2023	\$1,064.00
00033771	H4135	CHIEN CHAN,MIN OR TRAN	03/01/2023	\$5,318.00
00033772	H1229	EVELYN CHANG	03/01/2023	\$3,178.00
00033773	H9008	SHERRI CHANG	03/01/2023	\$1,980.00
00033774	H1368	CHARLESTON GARDENS, LLC	03/01/2023	\$1,298.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 4

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00033775	H1239	CHATHAM VILLAGE APTS	03/01/2023	\$7,424.00
00033776	H3494	ALICE CHAU	03/01/2023	\$2,490.00
00033777	H3757	DENNIS KYINSAN CHEN	03/01/2023	\$5,240.00
00033778	H1362	SHIAO-YUNG CHEN	03/01/2023	\$6,636.00
00033779	H9010	T C CHEN	03/01/2023	\$21,712.00
00033780	H3490	CHERRY WEST PROPERTIES	03/01/2023	\$1,722.00
00033781	H1788	STEPHEN CHEUNG	03/01/2023	\$1,513.00
00033782	H3094	PAUL M CHEY	03/01/2023	\$2,767.00
00033783	H4707	NARITH CHHUM	03/01/2023	\$2,037.00
00033784	H0317	LI-YONG CHIANG	03/01/2023	\$1,326.00
00033785	H0159	DON J G CHONG	03/01/2023	\$5,506.00
00033786	H00396	VICKY CHU	03/01/2023	\$3,700.00
00033787	H1946	JOHN CHUN	03/01/2023	\$1,291.00
00033788	H9011	KYU B CHUNG	03/01/2023	\$5,678.00
00033789	H4444	CITRUS GROVE, LP	03/01/2023	\$1,068.00
00033790	H00277	CITY OF COMPTON LOCAL HOUSING AUTHORITY	03/01/2023	\$1,435.12
00033791	H00129	CLEARWATER INVESTMENTS	03/01/2023	\$7,042.00
00033792	H3246	KATHLEEN P CLIFTON	03/01/2023	\$1,440.00
00033793	H4785	CM 2080 NEW, LLC	03/01/2023	\$1,283.00
00033794	H0776	PONCH CO	03/01/2023	\$1,165.00
00033795	H3137	KATHY D COLACION	03/01/2023	\$1,677.00
00033796	H4337	COMMUNITY GARDENS PARTNERS, LP	03/01/2023	\$5,456.00
00033797	H3359	NORMA S CONCEPCION	03/01/2023	\$1,420.00
00033798	H2193	CONCORD MGMT, LLC	03/01/2023	\$909.00
00033799	H00374	KIMCHI CONGTON	03/01/2023	\$1,541.00
00033800	H3752	CONNOR PINES, LLC	03/01/2023	\$14,385.00
00033801	H0642	CONTINENTAL GARDENS APTS	03/01/2023	\$14,097.00
00033802	H1134	CONTINENTAL GARDENS APTS	03/01/2023	\$5,168.00
00033803	H00080	COUNTRY SQUIRE TUSTIN LLC	03/01/2023	\$1,225.00
00033804	H0039	COURTYARD VILLAS	03/01/2023	\$8,677.00
00033805	H00294	LUIS CRESCITELLI	03/01/2023	\$925.00
00033806	H4556	CST CAPITAL, LLC	03/01/2023	\$1,548.00
00033807	H4686	CTC INVESTMENT GROUP, INC	03/01/2023	\$1,630.00
00033808	H0017	KHANH CUNG	03/01/2023	\$2,888.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 5

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00033809	H4659	D1 SENIOR IRVINE HOUSING PARTNERS, LP	03/01/2023	\$1,801.00
00033810	H2985	NGHIA HO OR PHAN VE TU DAC	03/01/2023	\$6,146.00
00033811	H4646	HUONG NGOC DAI	03/01/2023	\$1,223.00
00033812	H00082	DAISY APARTMENT HOMES LLC	03/01/2023	\$1,783.00
00033813	H2100	BINH DINH DAM	03/01/2023	\$1,497.00
00033814	H3947	ANNIE DANG	03/01/2023	\$1,334.00
00033815	H00327	DIEM LAY DANG	03/01/2023	\$530.00
00033816	H00382	HOANG ANH VU DANG	03/01/2023	\$1,591.00
00033817	H00300	LONG BILLY DANG	03/01/2023	\$2,633.00
00033818	H4561	MIKE M DANG	03/01/2023	\$2,349.00
00033819	H3065	DAVID DANG	03/01/2023	\$1,578.00
00033820	H0168	STACY HOA TUOI DANG	03/01/2023	\$1,540.00
00033821	H4598	THANH-THUY THI DANG	03/01/2023	\$1,151.00
00033822	H1895	JOSEPH N DAO	03/01/2023	\$1,506.00
00033823	H00157	MAI DAO	03/01/2023	\$1,970.00
00033824	H00050	MICHELLE DAO	03/01/2023	\$1,900.00
00033825	H1245	NELSON NGUYEN DAO	03/01/2023	\$4,262.00
00033826	H1750	TRU DAO	03/01/2023	\$5,649.00
00033827	H2184	TU VAN DAO	03/01/2023	\$952.00
00033828	H9413	TU VAN DAO	03/01/2023	\$2,543.00
00033829	H3021	NGOC-THUY DAO	03/01/2023	\$1,654.00
00033830	H1802	LUONG-NGUYEN DAO-PHAM, LOC THI OR PHAM	03/01/2023	\$2,706.00
00033831	H4239	RICHARD DAVIS	03/01/2023	\$3,165.00
00033832	H4607	DE ANZA PLAZA APTS II	03/01/2023	\$1,205.00
00033833	H4071	DEERING II FAMILY, LP	03/01/2023	\$1,207.00
00033834	H3626	CLARA J DEWYER	03/01/2023	\$893.00
00033835	H4583	HOI TUAN DIEP	03/01/2023	\$1,565.00
00033836	H00067	BIEN T DINH	03/01/2023	\$2,422.00
00033837	H4595	HAI DINH	03/01/2023	\$1,256.00
00033838	H2147	HANH DINH	03/01/2023	\$1,983.00
00033839	H4223	KATHLEEN DINH	03/01/2023	\$1,750.00
00033840	H1479	KIM DINH	03/01/2023	\$3,950.00
00033841	H4373	LAN THAI DINH	03/01/2023	\$3,713.00
00033842	H3629	LONG T DINH	03/01/2023	\$3,564.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 6

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00033843	H4372	NHU Y DINH	03/01/2023	\$1,540.00
00033844	H4594	TUAN DINH	03/01/2023	\$2,591.00
00033845	H4619	Y NHA DINH	03/01/2023	\$3,498.00
00033846	H3284	DNK PROPERTY, LLC	03/01/2023	\$16,330.00
00033847	H4498	BRANDON BINH DO	03/01/2023	\$2,967.00
00033848	H4717	BYRON DO	03/01/2023	\$2,091.00
00033849	H4718	DAITRANG DO	03/01/2023	\$2,687.00
00033850	H4418	DOMINIC HAU DO	03/01/2023	\$993.00
00033851	H00131	KEVIN HUNG DO	03/01/2023	\$1,728.00
00033852	H1867	MINH C DO	03/01/2023	\$4,284.00
00033853	H4450	MY-PHUONG DO	03/01/2023	\$1,604.00
00033854	H1674	NANCY DO	03/01/2023	\$1,380.00
00033855	H4802	NGA N DO	03/01/2023	\$2,521.00
00033856	H00186	NOAN THI DO	03/01/2023	\$1,829.00
00033857	H00354	RUTHERFORD DO	03/01/2023	\$806.00
00033858	H3593	THUY THI DO	03/01/2023	\$340.00
00033859	H3181	TIM DO	03/01/2023	\$1,187.00
00033860	H3671	TINA DO	03/01/2023	\$1,506.00
00033861	H9016	TINA DO	03/01/2023	\$4,114.00
00033862	H3732	XUYEN THI DO	03/01/2023	\$1,222.00
00033863	H00137	CRYSTAL DOAN	03/01/2023	\$1,269.00
00033864	H00326	HANH DAO DOAN	03/01/2023	\$1,663.00
00033865	H0580	HARRY DOAN	03/01/2023	\$18.00
00033866	H4639	HIEP THI DOAN	03/01/2023	\$2,867.00
00033867	H4808	HUEY G DOAN	03/01/2023	\$3,811.00
00033868	H3999	HUY DOAN	03/01/2023	\$1,322.00
00033869	H4289	HUY DOAN	03/01/2023	\$1,078.00
00033870	H00417	KHA DUY DOAN	03/01/2023	\$4,969.00
00033871	H4420	KYLAM DOAN	03/01/2023	\$1,803.00
00033872	H3980	NHA & JOANNE TRANG VU DOAN	03/01/2023	\$1,818.00
00033873	H3855	PHUONGNGA THI DOAN	03/01/2023	\$2,177.00
00033874	H2424	JERRY DOIDGE	03/01/2023	\$1,376.00
00033875	H3382	DOLCE VITA INVESTMENTS, LLC	03/01/2023	\$5,008.00
00033876	H1744	MINH TRANG DONG	03/01/2023	\$996.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 7

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00033877	H2945	DORADO SENIOR APARTMENTS, LP	03/01/2023	\$2,615.00
00033878	H3228	DSN INVESTMENT GROUP, LLC	03/01/2023	\$7,404.00
00033879	H3510	DTP INVESTMENTS, LLC	03/01/2023	\$1,548.00
00033880	H1385	DAVID C DUNN	03/01/2023	\$2,246.00
00033881	H9021	DAVID F DUNNETT	03/01/2023	\$1,243.00
00033882	H3866	HONG MANH DUONG	03/01/2023	\$1,701.00
00033883	H00287	KAREN DUONG	03/01/2023	\$1,434.00
00033884	H1885	MINH B DUONG	03/01/2023	\$5,394.00
00033885	H3688	THAI VAN DUONG	03/01/2023	\$1,546.00
00033886	H3087	CHI THI DUONG	03/01/2023	\$2,322.00
00033887	H2869	HUNG Q DUONG	03/01/2023	\$1,487.00
00033888	H2781	GLADYS DYO	03/01/2023	\$591.00
00033889	H00091	E-Z HOUSING GROUP LLC	03/01/2023	\$1,614.00
00033890	H2422	EASTWIND PROPERTIES, LLC	03/01/2023	\$2,850.00
00033891	H4770	EBL, LLC	03/01/2023	\$3,915.00
00033892	H2036	DANIEL T EDLUND	03/01/2023	\$1,289.00
00033893	H00346	EFTFTB LLC	03/01/2023	\$1,694.00
00033894	H00220	KIM Y EHLE	03/01/2023	\$1,446.00
00033895	H00233	EL NILE INVESTMENTS LLC	03/01/2023	\$1,209.00
00033896	H4250	EL PUEBLO APTS	03/01/2023	\$3,267.00
00033897	H4294	EL RAY PARTNERS, LLC	03/01/2023	\$8,587.00
00033898	H4438	ELIAS CAPITAL GROUP, LLC	03/01/2023	\$2,982.00
00033899	H00250	EMERALD RIDGE APARTMENTS	03/01/2023	\$1,769.00
00033900	H4234	TERRY C ENGEL	03/01/2023	\$1,700.00
00033901	H00282	ERP OPERATING LIMITED PARTNERSHIP	03/01/2023	\$8,730.00
00033902	H3299	EVERGREEN ESTATE EXPANSION, LLC	03/01/2023	\$9,584.00
00033903	H00030	FAIRECREST REAL ESTATE, LLC	03/01/2023	\$2,564.00
00033904	H1553	FAIRVIEW MGMT COMPANY	03/01/2023	\$2,488.00
00033905	H00299	FAMILY CUNG TUAN KHANH ACACIA LLC	03/01/2023	\$3,965.00
00033906	H3034	FBC APARTMENTS	03/01/2023	\$780.00
00033907	H4757	FG GOLDENWEST SENIOR APTS, LP	03/01/2023	\$21,185.00
00033908	H00372	FG RANCHO SANTA MARGARITA SENIOR APTS LP	03/01/2023	\$2,228.00
00033909	H00386	FG SEACLIFF SENIOR APARTMENTS LP	03/01/2023	\$1,742.00
00033910	H1702	FLOYD H FIELDS	03/01/2023	\$1,255.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 8

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00033911	H1689	WENDY FINCH	03/01/2023	\$983.00
00033912	H00049	FIVE POINTS HOUSING LP	03/01/2023	\$3,458.00
00033913	H3329	FOREVERGREEN EXPANSION, LLC	03/01/2023	\$1,694.00
00033914	H00200	FOUNTAIN VALLEY HOUSING PARTNERS LP	03/01/2023	\$1,542.00
00033915	H00051	FOUR SEASON 339 LLC	03/01/2023	\$1,543.00
00033916	H7410	FRANCISCAN GARDENS APTS	03/01/2023	\$26,853.00
00033917	H2569	WILLIAM FRECHTMAN	03/01/2023	\$1,485.00
00033918	H4610	FREEDOMPATH PROPERTIES, LLC	03/01/2023	\$6,006.00
00033919	H3691	FU CRAIG FA, LLC	03/01/2023	\$6,712.00
00033920	H2215	KARL GANZ	03/01/2023	\$1,084.00
00033921	H3384	ALBINO GARCIA	03/01/2023	\$3,750.00
00033922	H3194	GARDEN BAY APARTMENTS, LLC	03/01/2023	\$1,585.00
00033923	V00694	GARDEN GROVE HOUSING AUTHORITY-ESCROW ACCT	03/01/2023	\$6,723.00
00033924	H4275	GARDEN GROVE HOUSING ASSOCIATE	03/01/2023	\$5,289.00
00033925	H00315	GARDEN GROVE PACIFIC ASSOCIATES LLC	03/01/2023	\$44,583.00
00033926	H00095	CHRIS ANN GARZA	03/01/2023	\$750.00
00033927	H2955	GB PARTNERS LP DBA HERITAGE PARK SENIOR APARTMENTS	03/01/2023	\$3,412.00
00033928	H2029	GEORGIAN APTS	03/01/2023	\$2,873.00
00033929	H4137	AARON GERMAIN	03/01/2023	\$1,368.00
00033930	H00112	GG8662 LLC C/O DEKKO PROPERTIES LLC	03/01/2023	\$2,631.00
00033931	H3857	GIA VU, INC	03/01/2023	\$930.00
00033932	H4037	BRIGITTE GIACALONE	03/01/2023	\$932.00
00033933	H4742	GIERS WELLS PARTNERSHIP	03/01/2023	\$1,755.00
00033934	H3894	GIGI APARTMENTS	03/01/2023	\$2,256.00
00033935	H4046	GLENHAVEN MOBILODGE	03/01/2023	\$1,137.00
00033936	H00123	GLS GROUP LLC	03/01/2023	\$1,324.00
00033937	H00321	GOLDEN COAST PACIFIC PROPERTIES LLC	03/01/2023	\$1,769.00
00033938	H4346	HENRY S GOMEZ	03/01/2023	\$1,667.00
00033939	H2737	WILLIAM GREEN	03/01/2023	\$1,277.00
00033940	H00172	GREENBROOK APARTMENTS LP	03/01/2023	\$1,310.00
00033941	H3833	GREENFIELDSSIDE, LLC	03/01/2023	\$3,377.00
00033942	H3639	GROVE PARK LP	03/01/2023	\$85,808.00
00033943	H9028	JIM GULMESOFF	03/01/2023	\$7,308.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 9

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00033944	H3949	GINA GUYUMJYAN	03/01/2023	\$3,735.00
00033945	H4172	HA OF DEKALB COUNTY	03/01/2023	\$680.82
00033946	H4692	CASIE HA	03/01/2023	\$2,783.00
00033947	H4092	DAC T HA	03/01/2023	\$1,653.00
00033948	H1824	KHIEM Q HA	03/01/2023	\$2,514.00
00033949	H1629	MANH MINH HA	03/01/2023	\$1,165.00
00033950	H4562	TRAN D HA	03/01/2023	\$3,401.00
00033951	H3735	TRJET M HA	03/01/2023	\$1,600.00
00033952	H00096	HSIAO HUNG HAH	03/01/2023	\$1,199.00
00033953	H0550	HALL & ASSOCIATES, INC	03/01/2023	\$4,456.00
00033954	H1969	LINDA HAN	03/01/2023	\$1,906.00
00033955	H00421	VIENNA HANSEL-ASHLEY	03/01/2023	\$994.00
00033956	H00314	CAROLYN F HANSEN	03/01/2023	\$1,247.00
00033957	H5208	CLIFTON & BRENDA HANSON	03/01/2023	\$3,011.00
00033958	H3838	STEVEN HAU	03/01/2023	\$1,539.00
00033959	H4708	HIGHLAND FINANCE INVESTMENTS CORP	03/01/2023	\$1,565.00
00033960	H0250	SHERRY OR RICHARD HILLIARD	03/01/2023	\$1,829.00
00033961	H00173	HKT INVESTMENT	03/01/2023	\$3,772.00
00033962	H3921	HMZ RESIDENTIAL PARK, LP	03/01/2023	\$2,612.00
00033963	H00408	HO FAMILY BYPASS TRUST	03/01/2023	\$2,746.00
00033964	H00289	DAO HO	03/01/2023	\$1,558.00
00033965	H3255	HENRY HOI HO	03/01/2023	\$2,019.00
00033966	H1010	HO, HIEP or DAO, NGOC THUY	03/01/2023	\$10,019.00
00033967	H3653	LIEN KIM HO	03/01/2023	\$1,708.00
00033968	H00402	NA M HO	03/01/2023	\$1,556.00
00033969	H4827	PETER HO	03/01/2023	\$1,484.00
00033970	H4128	THOMAS P HO	03/01/2023	\$1,970.00
00033971	H00183	THUY HO	03/01/2023	\$1,620.00
00033972	H4268	TIM HO	03/01/2023	\$924.00
00033973	H00071	HOLLY HOANG	03/01/2023	\$1,432.00
00033974	H00312	HUAN HOANG	03/01/2023	\$2,527.00
00033975	H00301	KHANH HOANG	03/01/2023	\$1,508.00
00033976	H1864	LIEN HOANG	03/01/2023	\$1,394.00
00033977	H3984	LONG HOANG	03/01/2023	\$1,864.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 10

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00033978	H4783	THINH HOANG	03/01/2023	\$1,425.00
00033979	H4224	TRACY HOANG	03/01/2023	\$1,162.00
00033980	H2354	TRIEU HOANG	03/01/2023	\$1,234.00
00033981	H4542	TUAN HOANG	03/01/2023	\$2,136.00
00033982	H00278	VUONG HOANG	03/01/2023	\$1,682.00
00033983	H2662	LANG HOANG	03/01/2023	\$1,714.00
00033984	H2974	NHAN TIEN HOANG	03/01/2023	\$2,128.00
00033985	H3883	ROSEMARY LC HOLTZMAN	03/01/2023	\$856.00
00033986	H1120	SALLY HOPPE	03/01/2023	\$1,331.00
00033987	H2532	LUC HUA	03/01/2023	\$1,554.00
00033988	H3595	HUNTINGTON WESTMINSTER APT, LLC	03/01/2023	\$479.00
00033989	H1659	DON HUSS	03/01/2023	\$2,624.00
00033990	H00133	BAO TRINH HUYNH	03/01/2023	\$229.00
00033991	H0658	CHEN THI HUYNH	03/01/2023	\$2,866.00
00033992	H3641	FELIX HUYNH	03/01/2023	\$715.00
00033993	H4763	JOANNE HUYNH	03/01/2023	\$1,290.00
00033994	H3509	KELVIN HUYNH	03/01/2023	\$1,579.00
00033995	H00384	LINH M HUYNH	03/01/2023	\$1,931.00
00033996	H4405	LOAN HUYNH	03/01/2023	\$638.00
00033997	H4237	MINH HUY HUYNH	03/01/2023	\$2,162.00
00033998	H4271	PHILIP HUYNH	03/01/2023	\$645.00
00033999	H1574	SALLY B HUYNH	03/01/2023	\$1,508.00
00034000	H4246	KIM DONG T HUYNH, SCOTT THANH OR LE	03/01/2023	\$2,476.00
00034001	H4747	THAI C HUYNH	03/01/2023	\$2,507.00
00034002	H3117	LONG BAO HUYNH	03/01/2023	\$1,341.00
00034003	H1262	CM HWANG	03/01/2023	\$1,511.00
00034004	H3848	IMPERIAL NORTH HOLDINGS, LLC	03/01/2023	\$4,881.00
00034005	H3644	IMPERIAL NORTHWEST HOLDINGS	03/01/2023	\$5,269.00
00034006	H00309	INCOME PROPERTY ASSOCIATES LLC	03/01/2023	\$1,243.00
00034007	H00319	INFINITY RESIDENTIAL, INC	03/01/2023	\$1,363.00
00034008	H2984	INTERNATIONAL BUSINESS INVESTMENT GROUP, LLC	03/01/2023	\$4,208.00
00034009	H00416	IP DEVELOPMENT COMPANY	03/01/2023	\$3,738.00
00034010	H00401	IRES PROPERTY MANAGEMENT INC	03/01/2023	\$5,520.00
00034011	H4350	J & E ESTATES, LLC	03/01/2023	\$2,108.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 11

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00034012	H00265	JAMES R GRAHAM TRUST 1991	03/01/2023	\$1,002.00
00034013	H3402	JERRY JANESKI	03/01/2023	\$1,124.00
00034014	H4427	JD PROPERTY MANAGEMENT, INC	03/01/2023	\$5,362.00
00034015	H00428	JDJT BAO LLC	03/01/2023	\$1,325.00
00034016	H4716	NARIYA JEAN	03/01/2023	\$2,298.00
00034017	H3040	JENSEN SOMMERVILLE CONZELMAN	03/01/2023	\$1,791.00
00034018	H3165	JG & B CORPORATION	03/01/2023	\$7,995.00
00034019	H3266	JGK GARDEN GROVE, LP	03/01/2023	\$37,614.00
00034020	H2936	JGKALLINS INVESTMENTS, LP	03/01/2023	\$1,386.00
00034021	H2530	NATHAN D JOHNSON	03/01/2023	\$2,062.00
00034022	H4579	JOSEPH & KIM CORP	03/01/2023	\$1,854.00
00034023	H4557	JTM BAYOU, LLC	03/01/2023	\$1,879.00
00034024	H9029	LIN J JU	03/01/2023	\$2,924.00
00034025	H2595	FRED JU	03/01/2023	\$1,205.00
00034026	H4042	JUNG SUN NOH	03/01/2023	\$8,115.00
00034027	H4077	JUNG SUN NOH	03/01/2023	\$1,610.00
00034028	H4078	JUNG SUN NOH	03/01/2023	\$1,508.00
00034029	H00390	SABRINA MARIAM KADIR-FAN	03/01/2023	\$3,424.00
00034030	H4467	KAID MALINDA INVESTMENT INC	03/01/2023	\$2,296.00
00034031	H00258	KAID TAFT INVESTMENT INC	03/01/2023	\$1,973.00
00034032	H4482	JAIDEEP KAMAT	03/01/2023	\$1,732.00
00034033	H4758	JUN-WEI KAO	03/01/2023	\$481.00
00034034	H3320	KASHI TRUST	03/01/2023	\$9,785.00
00034035	H4767	KATELLA FAMILY HOUSING PARTNER	03/01/2023	\$1,558.00
00034036	H3771	KATELLA MOBILE HOME ESTATES	03/01/2023	\$968.00
00034037	H3721	KCM INVESTMENTS, LLC	03/01/2023	\$2,449.00
00034038	H4696	KD RENT	03/01/2023	\$4,056.00
00034039	H1018	LU-YONG KEH	03/01/2023	\$5,437.00
00034040	H4374	KEITH AND HOLLY CORPORATION	03/01/2023	\$666.00
00034041	H9030	ROBERT KELLEY	03/01/2023	\$4,943.00
00034042	H3113	KENSINGTON GARDENS	03/01/2023	\$962.00
00034043	H1535	DAN VAN KHA	03/01/2023	\$1,364.00
00034044	H1888	LINDA KHA	03/01/2023	\$1,876.00
00034045	H2423	CAM MY KHA	03/01/2023	\$1,820.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 12

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00034046	H2624	SETH S KHEANG	03/01/2023	\$2,820.00
00034047	H00280	A THI KHUU	03/01/2023	\$1,200.00
00034048	H3727	HENRY THAI KHUU	03/01/2023	\$1,480.00
00034049	H0890	DAVID S KIM	03/01/2023	\$954.00
00034050	H4527	MELVIN LEE KIM	03/01/2023	\$1,201.00
00034051	H9033	SON H KIM	03/01/2023	\$3,685.00
00034052	H9031	HARRY H KIM	03/01/2023	\$1,508.00
00034053	H9001	KING COUNTY HOUSING AUTHORITY	03/01/2023	\$1,117.43
00034054	H1797	KING INVESTMENT GROUP, INC	03/01/2023	\$6,024.00
00034055	H3591	BERNARD KING	03/01/2023	\$567.00
00034056	H3567	KENT M KITSELMAN	03/01/2023	\$1,551.00
00034057	H2960	MARILYN KLUNK	03/01/2023	\$2,621.00
00034058	H2460	KNK PROPERTIES	03/01/2023	\$10,452.00
00034059	H4510	KPKK, LLC	03/01/2023	\$1,330.00
00034060	H1193	EDWARD KUO	03/01/2023	\$1,262.00
00034061	H4804	SATOKO KURATA	03/01/2023	\$1,060.00
00034062	H4609	JOAQUIN KURZ	03/01/2023	\$2,906.00
00034063	H00381	LA RAMADA APARTMENTS HOMES	03/01/2023	\$2,120.00
00034064	H4737	TUYET B LA	03/01/2023	\$2,133.00
00034065	H4712	LADERA WNG II, LLC	03/01/2023	\$2,425.00
00034066	H3611	LAGUNA HILLS TRAVELODGE, LLC	03/01/2023	\$34,313.00
00034067	H3793	LAGUNA STREET APARTMENTS, LLC	03/01/2023	\$2,476.00
00034068	H4253	JULIE LALLY	03/01/2023	\$1,773.00
00034069	H3552	ANDRE LAM	03/01/2023	\$1,975.00
00034070	H00028	ANH LAN LAM	03/01/2023	\$1,969.00
00034071	H3711	CAM THI T LAM	03/01/2023	\$1,238.00
00034072	H1224	CHAU LAM	03/01/2023	\$5,513.00
00034073	H00045	CHRISTINE M LAM	03/01/2023	\$1,747.00
00034074	H00213	DAVID LAM	03/01/2023	\$1,804.00
00034075	H2396	HAI LAM	03/01/2023	\$6,006.00
00034076	H4631	HUNG LAM	03/01/2023	\$2,159.00
00034077	H4563	QUOC D LAM	03/01/2023	\$2,082.00
00034078	H00088	QUYHN GIAO LAM	03/01/2023	\$677.00
00034079	H00042	STEVEN LAM	03/01/2023	\$838.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 13

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00034080	H2873	MAI LAM	03/01/2023	\$1,231.00
00034081	H4454	LAMPLIGHTER VILLAGE APTS	03/01/2023	\$12,271.00
00034082	H4745	LAMPSON EP, LLC	03/01/2023	\$1,236.00
00034083	H4504	LAMY OANH, LLC	03/01/2023	\$6,295.00
00034084	H4663	LAS PALMAS APTS	03/01/2023	\$1,721.00
00034085	H4402	STEPHEN LAU	03/01/2023	\$2,873.00
00034086	H00151	CATHERINE LAZARAN	03/01/2023	\$1,598.00
00034087	H3945	JOHN LAZENBY	03/01/2023	\$2,449.00
00034088	H4471	LE MORNINGSIDE, LLC	03/01/2023	\$5,140.00
00034089	H4754	ANH LE	03/01/2023	\$3,102.00
00034090	H00153	BENJAMIN BAO LE	03/01/2023	\$1,600.00
00034091	H4421	BILL BQ LE	03/01/2023	\$1,689.00
00034092	H00104	CELINE LE	03/01/2023	\$2,142.00
00034093	H4634	DANIEL LE	03/01/2023	\$1,349.00
00034094	H4133	HIEP THI LE	03/01/2023	\$3,050.00
00034095	H00179	HUONG THI LE	03/01/2023	\$1,548.00
00034096	H1258	JIMMY T LE	03/01/2023	\$2,180.00
00034097	H4555	JOHN LE	03/01/2023	\$2,125.00
00034098	H4142	JOHN TOAN LE	03/01/2023	\$2,203.00
00034099	H00375	KENT THANH LE	03/01/2023	\$1,869.00
00034100	H4462	LAN V LE	03/01/2023	\$393.00
00034101	H4319	LANH C LE	03/01/2023	\$1,710.00
00034102	H3796	LY PHUONG LE	03/01/2023	\$1,990.00
00034103	H00148	MAN MINH LE	03/01/2023	\$1,928.00
00034104	H3623	MICHAEL LE	03/01/2023	\$2,151.00
00034105	H0918	NANCY NGAT THI LE	03/01/2023	\$3,687.00
00034106	H4428	RICHARD TUANANH LE	03/01/2023	\$1,320.00
00034107	H0948	STEPHANIE THU LE	03/01/2023	\$5,721.00
00034108	H00209	TAI LE	03/01/2023	\$2,586.00
00034109	H00099	TAN LE	03/01/2023	\$1,294.00
00034110	H00214	THAM T LE	03/01/2023	\$1,673.00
00034111	H3661	THANH TIEN LE	03/01/2023	\$3,027.00
00034112	H00069	THOMAS T LE	03/01/2023	\$1,564.00
00034113	H00360	TRAN-QUOC LE	03/01/2023	\$1,927.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 14

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00034114	H00202	TRINA TRINH LE	03/01/2023	\$1,518.00
00034115	H00135	TUYEN NIKKI LE	03/01/2023	\$215.00
00034116	H0167	BAO GIA LE	03/01/2023	\$4,810.00
00034117	H2548	XAN NGOC LE	03/01/2023	\$885.00
00034118	H4547	LEMON GROVE, LP	03/01/2023	\$1,655.00
00034119	H1602	ROGER LEUNG	03/01/2023	\$2,104.00
00034120	H4002	SOL M LI	03/01/2023	\$1,820.00
00034121	H1533	DAVID LIN	03/01/2023	\$2,800.00
00034122	H4344	LINCOLN VILLAS APT HOMES, LLC	03/01/2023	\$8,616.00
00034123	H4592	LINCOLN WOODS APARTMENTS	03/01/2023	\$2,345.00
00034124	H1960	KATHERINE LITTON	03/01/2023	\$1,384.00
00034125	H2080	LLE, LLC	03/01/2023	\$639.00
00034126	H00090	LOGAN MT LLC	03/01/2023	\$1,539.00
00034127	H3888	TROY LONG, TU-ANH & DUONG	03/01/2023	\$1,197.00
00034128	H3311	CINDY W LOUIE	03/01/2023	\$2,350.00
00034129	H00143	KATHERINE LU	03/01/2023	\$1,193.00
00034130	H2120	QUYNH THUY LU	03/01/2023	\$3,196.00
00034131	H00177	CHRISTOPHER LAC LUONG	03/01/2023	\$991.00
00034132	H1424	KHANH LUONG	03/01/2023	\$1,502.00
00034133	H4603	LONG DUC LUONG	03/01/2023	\$1,381.00
00034134	H4157	TRA THI-PHUONG LUONG	03/01/2023	\$3,843.00
00034135	H4572	ALLEN LUU	03/01/2023	\$1,213.00
00034136	H4491	TUAN V LUU	03/01/2023	\$1,504.00
00034137	H3696	XUYEN LUU	03/01/2023	\$2,112.00
00034138	H4669	ANDY LY	03/01/2023	\$2,103.00
00034139	H3717	DUC T LY	03/01/2023	\$681.00
00034140	H1613	MING LY	03/01/2023	\$1,836.00
00034141	H00166	MINH N LY	03/01/2023	\$1,394.00
00034142	H3754	TAN Q LY	03/01/2023	\$1,377.00
00034143	H3390	TRANH LY	03/01/2023	\$5,334.00
00034144	H4154	TUYEN X LY	03/01/2023	\$2,840.00
00034145	H00219	M FORTUNE LLC	03/01/2023	\$1,684.00
00034146	H00311	MEI CI MA	03/01/2023	\$1,570.00
00034147	H1705	MAGIC LAMP MOBILE HOME PARK	03/01/2023	\$1,478.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 15

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00034148	H00136	MAGNET SENIOR HOUSING PARTNERS LP C/O MONTAIRA	03/01/2023	\$1,742.00
00034149	H3201	ANN N MAI	03/01/2023	\$2,479.00
00034150	H00192	ANNIE MAI	03/01/2023	\$2,136.00
00034151	H3996	FRANK MAI	03/01/2023	\$1,223.00
00034152	H4308	JENNIE THUY MAI	03/01/2023	\$4,553.00
00034153	H1499	LINDA MAI	03/01/2023	\$1,489.00
00034154	H00191	TUNG THANH MAI	03/01/2023	\$1,194.00
00034155	H2451	CHUCK MAI	03/01/2023	\$2,439.00
00034156	H4298	JAIMIE MAI-NGO	03/01/2023	\$1,345.00
00034157	H00341	LATA MAJITHIA	03/01/2023	\$1,926.00
00034158	H4539	KONSTANTINOS P MANDAS	03/01/2023	\$3,219.00
00034159	H4796	HARALAMBOS & GEORGIA MANTAS	03/01/2023	\$2,109.00
00034160	H4818	LLOYD MANTONG	03/01/2023	\$610.00
00034161	H6865	MARIPOSA PROPERTIES	03/01/2023	\$1,558.00
00034162	H4816	MATTAR REAL ESTATE INVESTMENT	03/01/2023	\$765.00
00034163	H7370	LEOPOLD MAYER	03/01/2023	\$2,677.00
00034164	H2135	JOHN MC GOFF	03/01/2023	\$932.00
00034165	H00318	MCCOMBER CREEK LLC	03/01/2023	\$3,687.00
00034166	H00407	JAMES M MCGOUGALL	03/01/2023	\$2,676.00
00034167	H2842	GRACE OR GERALD MCGRATH	03/01/2023	\$1,258.00
00034168	H8490	GRACE OR GERALD MCGRATH	03/01/2023	\$2,711.00
00034169	H00269	MCP KENSINGTON LP	03/01/2023	\$1,305.00
00034170	H4793	MEAGHER FAMILY BYPASS TRUST	03/01/2023	\$821.00
00034171	H1653	MANH MEAK	03/01/2023	\$1,397.00
00034172	H4435	JAGDISH P MEHTA	03/01/2023	\$1,330.00
00034173	H2110	MIDWAY INTEREST, LP	03/01/2023	\$8,244.00
00034174	H2638	MIKE & KATHY LEE, LP	03/01/2023	\$3,557.00
00034175	H4814	MITTAL LEGACY, LP	03/01/2023	\$4,168.00
00034176	H00205	JOHN MKHAIL	03/01/2023	\$1,560.00
00034177	H3256	MONARCH POINTE	03/01/2023	\$2,075.00
00034178	H3534	ANTHONY MONTEBELLO	03/01/2023	\$1,276.00
00034179	H2976	MONTECITO VISTA APT HOMES	03/01/2023	\$2,019.00
00034180	H4658	BACH MORALES	03/01/2023	\$2,223.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 16

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00034181	H4715	MORNINGSIDE APTS, LLC	03/01/2023	\$9,801.00
00034182	H00154	MT VERNON APARTMENTS	03/01/2023	\$1,251.00
00034183	H00350	JEFFREY MULLEN	03/01/2023	\$838.00
00034184	H00077	RANDALL MYCORN	03/01/2023	\$647.00
00034185	H00145	STEVEN B NACHAM	03/01/2023	\$1,251.00
00034186	H00403	NAM VIET A - U.S.	03/01/2023	\$28,902.00
00034187	H2622	PATRICK NAMSINH	03/01/2023	\$2,140.00
00034188	H3834	NEW HORIZONVIEW, LLC	03/01/2023	\$1,485.00
00034189	H3865	NEW KENYON APARTMENTS, LLC	03/01/2023	\$1,547.00
00034190	H00383	NEW TAMERLANE LLC DBA TAMERLANE APARTMENTS	03/01/2023	\$3,754.00
00034191	H4029	NEWPORT ESTATE EXPANSION, LLC	03/01/2023	\$1,760.00
00034192	H2745	DALE XUAN NGHIEM	03/01/2023	\$1,257.00
00034193	H3956	DANIEL NGHIEM	03/01/2023	\$20,325.00
00034194	H4751	DUNG T NGO	03/01/2023	\$1,614.00
00034195	H3630	HONG DIEP LE NGO	03/01/2023	\$930.00
00034196	H4184	KIM NGO	03/01/2023	\$1,041.00
00034197	H0314	LOC T NGO	03/01/2023	\$561.00
00034198	H00196	MIMI T NGO	03/01/2023	\$1,301.00
00034199	H4550	TAMMY NGO	03/01/2023	\$1,284.00
00034200	H0408	NGUYEN'S FAMILY INVESTMENTS, LP	03/01/2023	\$5,236.00
00034201	H4691	AN MANH NGUYEN	03/01/2023	\$2,150.00
00034202	H4719	ANA-KARINA A NGUYEN	03/01/2023	\$1,510.00
00034203	H4645	ANDREA NGUYEN	03/01/2023	\$1,376.00
00034204	H3734	ANDREW Q NGUYEN	03/01/2023	\$1,796.00
00034205	H4401	ANH NGUYEN	03/01/2023	\$2,029.00
00034206	H1938	ANH-DAO NGUYEN	03/01/2023	\$1,284.00
00034207	H3749	ANTHONY NGUYEN	03/01/2023	\$1,429.00
00034208	H00176	BICH LIEN T NGUYEN	03/01/2023	\$1,498.00
00034209	H1457	BINH NGOC NGUYEN	03/01/2023	\$2,669.00
00034210	H1430	BINH QUOC NGUYEN	03/01/2023	\$3,077.00
00034211	H3958	BRIAN BAO-KHA NGUYEN	03/01/2023	\$3,333.00
00034212	H4297	CALVIN H NGUYEN	03/01/2023	\$820.00
00034213	H00276	CAM NGUYEN	03/01/2023	\$1,226.00
00034214	H00111	CHARLES NGUYEN	03/01/2023	\$1,869.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 17

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00034215	H00339	CHIEU-ANH NGUYEN	03/01/2023	\$1,474.00
00034216	H4511	CHRISTINE NGUYEN	03/01/2023	\$1,520.00
00034217	H2274	CHRISTOPHER NGUYEN	03/01/2023	\$1,770.00
00034218	H3777	CHUONG NGUYEN	03/01/2023	\$1,119.00
00034219	H00304	CINDY L NGUYEN	03/01/2023	\$610.00
00034220	H9043	CUONG NGUYEN	03/01/2023	\$4,249.00
00034221	H4641	DAN NGUYEN	03/01/2023	\$1,284.00
00034222	H4569	DAT NGUYEN	03/01/2023	\$1,906.00
00034223	H4015	LOAN T NGUYEN, DAVID / HA	03/01/2023	\$1,815.00
00034224	H1881	DIEM-THUY NGUYEN	03/01/2023	\$2,086.00
00034225	H4558	DONG NGUYEN	03/01/2023	\$1,355.00
00034226	H4679	DUNG KIM NGUYEN	03/01/2023	\$1,856.00
00034227	H3872	DUONG NGUYEN	03/01/2023	\$1,751.00
00034228	H1143	DZUNG DAN NGUYEN	03/01/2023	\$2,737.00
00034229	H2551	ERIC NGUYEN	03/01/2023	\$1,754.00
00034230	H3910	FRANK M NGUYEN	03/01/2023	\$1,698.00
00034231	H4621	HANG NGUYEN	03/01/2023	\$2,004.00
00034232	H3953	HANH V NGUYEN	03/01/2023	\$1,662.00
00034233	H3370	HAO & HUONG T NGUYEN	03/01/2023	\$1,230.00
00034234	H00234	HENRY HAO VAN NGUYEN	03/01/2023	\$2,782.00
00034235	H1446	JOSEPH NGUYEN, HOA THI OR NGUYEN	03/01/2023	\$8,840.00
00034236	H4460	HUAN NGOC NGUYEN	03/01/2023	\$1,294.00
00034237	H4479	HUE THI NGUYEN	03/01/2023	\$1,409.00
00034238	H3276	HUNG NGUYEN	03/01/2023	\$2,832.00
00034239	H00272	HUNG T NGUYEN	03/01/2023	\$1,542.00
00034240	H3870	TIEN D NGUYEN, HUONG THY OR PHAM	03/01/2023	\$2,927.00
00034241	H00039	JANET NGUYEN	03/01/2023	\$3,277.00
00034242	H3242	JEANNIE NGUYEN	03/01/2023	\$1,636.00
00034243	H00245	JOHN NGUYEN	03/01/2023	\$1,783.00
00034244	H3241	JULIE NGUYEN	03/01/2023	\$1,434.00
00034245	H4697	KEVIN NGUYEN	03/01/2023	\$1,718.00
00034246	H4285	KHAI HUE NGUYEN	03/01/2023	\$2,389.00
00034247	H3497	KHANH DANG NGUYEN	03/01/2023	\$1,282.00
00034248	H3149	KIEN NGUYEN	03/01/2023	\$5,126.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 18

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00034249	H4652	KIEN THI NGUYEN	03/01/2023	\$1,803.00
00034250	H3919	KIMCHI THI NGUYEN	03/01/2023	\$319.00
00034251	H4713	LAN HUONG NGUYEN	03/01/2023	\$2,250.00
00034252	H4195	LANIE NGUYEN	03/01/2023	\$4,105.00
00034253	H4700	LE B NGUYEN	03/01/2023	\$1,960.00
00034254	H00255	LIEN B NGUYEN	03/01/2023	\$1,463.00
00034255	H1687	LINDA NGUYEN	03/01/2023	\$3,941.00
00034256	H4079	LINDA LIEN NGUYEN	03/01/2023	\$1,446.00
00034257	H00363	LINH NGOC NGUYEN	03/01/2023	\$2,225.00
00034258	H2331	LONG HUYEN DAC NGUYEN	03/01/2023	\$4,893.00
00034259	H4478	LUONG NGUYEN	03/01/2023	\$1,747.00
00034260	H00165	LUU PHUONG NGUYEN	03/01/2023	\$2,132.00
00034261	H1380	LYNDA NGUYEN	03/01/2023	\$1,475.00
00034262	H2391	MAN M NGUYEN	03/01/2023	\$1,247.00
00034263	H3526	MICHAEL THANG NGUYEN	03/01/2023	\$1,215.00
00034264	H00307	MICHELLE NGUYEN	03/01/2023	\$2,255.00
00034265	H4738	MINH NGUYEN	03/01/2023	\$1,548.00
00034266	H00040	MY DUNG THI NGUYEN	03/01/2023	\$1,775.00
00034267	H3170	MYRA D NGUYEN	03/01/2023	\$1,420.00
00034268	H1717	NANCY NGUYEN	03/01/2023	\$9,263.00
00034269	H3713	NANCY NGUYEN	03/01/2023	\$1,571.00
00034270	H00122	NATHAN V NGUYEN	03/01/2023	\$1,502.00
00034271	H1899	NGHI NGUYEN	03/01/2023	\$2,103.00
00034272	H4744	NGOC NGUYEN	03/01/2023	\$1,818.00
00034273	H4469	OSCAR THUAN NGUYEN	03/01/2023	\$2,408.00
00034274	H4423	PETER NGUYEN	03/01/2023	\$4,250.00
00034275	H00068	PHUC T NGUYEN	03/01/2023	\$1,906.00
00034276	H00298	PHUONG T NGUYEN	03/01/2023	\$1,627.00
00034277	H2197	PHUONG MY THI NGUYEN	03/01/2023	\$10,824.00
00034278	H00340	PHUONG N NGUYEN	03/01/2023	\$890.00
00034279	H4439	QUAN NGUYEN	03/01/2023	\$1,272.00
00034280	H3853	QUANG M NGUYEN	03/01/2023	\$1,136.00
00034281	H4680	SHAWN B NGUYEN	03/01/2023	\$2,063.00
00034282	H4559	SKY NGUYEN	03/01/2023	\$3,395.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 19

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00034283	H3185	SON DINH NGUYEN	03/01/2023	\$1,596.00
00034284	H4118	STEVE NGUYEN	03/01/2023	\$1,721.00
00034285	H3425	STEVEN NGUYEN	03/01/2023	\$1,124.00
00034286	H4670	STEVEN NGUYEN	03/01/2023	\$1,842.00
00034287	H4340	STEVENS NGUYEN	03/01/2023	\$1,824.00
00034288	H00262	TAI ANH NGUYEN	03/01/2023	\$1,721.00
00034289	H3317	TAM N NGUYEN	03/01/2023	\$1,310.00
00034290	H00348	TAM-TRUNG NGUYEN	03/01/2023	\$1,404.00
00034291	H3373	THAI DUC NGUYEN	03/01/2023	\$2,229.00
00034292	H4586	THANG XUAN NGUYEN	03/01/2023	\$961.00
00034293	H00059	THANH-HAI NGUYEN	03/01/2023	\$1,510.00
00034294	H3978	THANH-LE NGUYEN	03/01/2023	\$1,653.00
00034295	H3313	THANH-NHAN NGUYEN	03/01/2023	\$1,441.00
00034296	H00281	THIEN NGUYEN	03/01/2023	\$1,480.00
00034297	H00239	THIEU KIM NGUYEN	03/01/2023	\$1,769.00
00034298	H3755	THINH QUOC NGUYEN	03/01/2023	\$87.00
00034299	H4749	THOMAS NGUYEN	03/01/2023	\$2,434.00
00034300	H4734	THU-DUNG TRAN NGUYEN	03/01/2023	\$1,492.00
00034301	H1302	THUY NGUYEN	03/01/2023	\$1,235.00
00034302	H3331	THUYHUONG THI NGUYEN	03/01/2023	\$1,330.00
00034303	H9045	TIEP NGUYEN	03/01/2023	\$2,001.00
00034304	H00046	TIM NGUYEN	03/01/2023	\$1,187.00
00034305	H2473	TIMMY NGUYEN	03/01/2023	\$3,302.00
00034306	H00126	TOM NGUYEN	03/01/2023	\$1,509.00
00034307	H4349	TRACY TRUC NGUYEN	03/01/2023	\$1,065.00
00034308	H4805	TRAM ANH NGUYEN	03/01/2023	\$1,902.00
00034309	H00086	TRINH NGUYEN	03/01/2023	\$2,450.00
00034310	H3469	TUAN HOANG NGUYEN	03/01/2023	\$1,807.00
00034311	H4243	TUAN NGOC NGUYEN	03/01/2023	\$1,054.00
00034312	H3737	TUNG QUOC NGUYEN	03/01/2023	\$2,610.00
00034313	H4643	TUYET MAI NGUYEN	03/01/2023	\$1,144.00
00034314	H1937	TUYET TRINH NGUYEN	03/01/2023	\$1,594.00
00034315	H4166	TUYET TRINH NGUYEN	03/01/2023	\$1,746.00
00034316	H4766	UYEN NGUYEN	03/01/2023	\$1,407.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 20

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00034317	H3655	VAN HUY NGUYEN	03/01/2023	\$1,864.00
00034318	H3852	SOAN P NGUYEN, VANANH & DO	03/01/2023	\$404.00
00034319	H4570	VIVIAN NGUYEN	03/01/2023	\$548.00
00034320	H4755	NGUYEN, VY & THI	03/01/2023	\$1,585.00
00034321	H4630	YVONNE QUYEN NGUYEN	03/01/2023	\$1,735.00
00034322	H2501	CANG NGUYEN	03/01/2023	\$1,474.00
00034323	H2550	CUONG CHI NGUYEN	03/01/2023	\$4,501.00
00034324	H2337	DUNG VAN NGUYEN	03/01/2023	\$1,212.00
00034325	H3012	HAN NGUYEN	03/01/2023	\$1,003.00
00034326	H1766	HUNG C NGUYEN	03/01/2023	\$2,170.00
00034327	H3061	HUY NGUYEN	03/01/2023	\$2,551.00
00034328	H2956	JAMES NGUYEN	03/01/2023	\$1,325.00
00034329	H1552	LAN PHUONG THI NGUYEN	03/01/2023	\$2,474.00
00034330	H2409	LAN-NGOC NGUYEN	03/01/2023	\$1,423.00
00034331	H3086	LANI LAN T NGUYEN	03/01/2023	\$1,146.00
00034332	H2812	MINH NGOC NGUYEN	03/01/2023	\$1,625.00
00034333	H2511	PERRY NGUYEN	03/01/2023	\$1,467.00
00034334	H2610	THANH-TUYEN NGUYEN	03/01/2023	\$1,430.00
00034335	H2479	THINH THI NGUYEN	03/01/2023	\$8,332.00
00034336	H2561	TIFFANY NGUYEN	03/01/2023	\$3,179.00
00034337	H2912	XUAN YEN NGUYEN	03/01/2023	\$5,388.00
00034338	H3802	DIANA NGUYEN-THIEN-NH	03/01/2023	\$2,039.00
00034339	H00218	NH SEABREEZE LLC	03/01/2023	\$2,816.00
00034340	H00168	NNT PROPERTIES 4 LLC	03/01/2023	\$1,818.00
00034341	H00029	NOGAL FELIZ APARTMENTS	03/01/2023	\$1,970.00
00034342	H3952	NORMANDY APARTMENTS, LLC	03/01/2023	\$1,124.00
00034343	H00198	NOVAVILLE LLC	03/01/2023	\$5,582.00
00034344	H00197	NUTWOOD EAST APARTMENTS LLC	03/01/2023	\$1,317.00
00034345	H4597	JOHN OMDAHL	03/01/2023	\$1,810.00
00034346	H00158	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	03/01/2023	\$1,760.00
00034347	H00161	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	03/01/2023	\$1,697.00
00034348	H00162	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	03/01/2023	\$4,393.00
00034349	H00163	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	03/01/2023	\$12,362.00
00034350	H00164	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	03/01/2023	\$6,590.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 21

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00034351	H1622	ORANGE TREE APTS	03/01/2023	\$13,054.00
00034352	H4761	ORRWAY APTS HOMES, LLC	03/01/2023	\$470.00
00034353	H00345	STEVE ORTLOFF	03/01/2023	\$2,236.00
00034354	H2516	SUIKO OZAKI	03/01/2023	\$1,795.00
00034355	H4495	P & J PROPERTY MANAGEMENT	03/01/2023	\$3,120.00
00034356	H1776	BRADRAKUMAR L PAHU	03/01/2023	\$2,488.00
00034357	H1328	PALM ISLAND	03/01/2023	\$11,847.00
00034358	H4644	PALMA VISTA APTS, LLC	03/01/2023	\$1,495.00
00034359	H4477	PARISIAN APARTMENTS, LP	03/01/2023	\$1,456.00
00034360	H00296	A CA LP PARK CITY APARTMENTS	03/01/2023	\$1,955.00
00034361	H4487	PARK LANDING APARTMENTS	03/01/2023	\$2,512.00
00034362	H0254	PARK STANTON PLACE LP	03/01/2023	\$8,450.00
00034363	H4307	JIN PARK	03/01/2023	\$1,502.00
00034364	H8794	PATEL DILIP M	03/01/2023	\$6,545.00
00034365	H3249	SMITA DIPAK PATEL	03/01/2023	\$1,088.00
00034366	H3111	PELICAN INVESTMENTS #6, LLC	03/01/2023	\$2,702.00
00034367	H4370	PELICAN INVESTMENTS #8, LLC	03/01/2023	\$2,332.00
00034368	H3544	PELICAN INVESTMENTS, LLC	03/01/2023	\$254.00
00034369	H00222	AGNES PHAM	03/01/2023	\$1,613.00
00034370	H4176	BINH Q PHAM	03/01/2023	\$1,640.00
00034371	H4210	CAROLINE PHAM	03/01/2023	\$2,936.00
00034372	H3408	CHIEN DINH PHAM	03/01/2023	\$2,035.00
00034373	H1651	DAVID DUNG PHAM	03/01/2023	\$1,137.00
00034374	H9709	DAVID LINH PHAM	03/01/2023	\$2,486.00
00034375	H00368	DUY HOANG PHAM	03/01/2023	\$2,942.00
00034376	H3912	HIEU PHAM	03/01/2023	\$2,300.00
00034377	H1080	HOANG PHAM	03/01/2023	\$4,133.00
00034378	H00357	HONG V PHAM	03/01/2023	\$1,423.00
00034379	H00330	HUNG T PHAM	03/01/2023	\$1,918.00
00034380	H1971	KHANH CONG PHAM	03/01/2023	\$2,002.00
00034381	H1117	LUCY PHAM, KIM ANH OR PHAM	03/01/2023	\$3,776.00
00034382	H0788	LAN VAN PHAM	03/01/2023	\$3,077.00
00034383	H4095	LIEN PHAM	03/01/2023	\$1,490.00
00034384	H00089	LILY H PHAM	03/01/2023	\$1,062.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 22

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00034385	H4033	NGHIA PHAM	03/01/2023	\$1,903.00
00034386	H4724	NHAC T PHAM	03/01/2023	\$1,501.00
00034387	H4683	PAULINE TRAM PHAM	03/01/2023	\$2,008.00
00034388	H3773	PHUONG T PHAM	03/01/2023	\$1,372.00
00034389	H4501	QUYNH GIAO PHAM	03/01/2023	\$1,532.00
00034390	H3786	QUYNH-ANH HOANG PHAM	03/01/2023	\$1,861.00
00034391	H4213	SON THAI PHAM	03/01/2023	\$2,702.00
00034392	H00275	TAM T PHAM	03/01/2023	\$2,084.00
00034393	H2255	TIM PHAM	03/01/2023	\$3,502.00
00034394	H4651	TRANG PHAM	03/01/2023	\$4,358.00
00034395	H2065	TRI PHAM	03/01/2023	\$2,127.00
00034396	H4593	TRUONG TAI PHAM	03/01/2023	\$2,090.00
00034397	H4105	TUAN A PHAM	03/01/2023	\$1,626.00
00034398	H3880	VAN LOAN THI PHAM	03/01/2023	\$1,239.00
00034399	H4503	VERONIQUE PHAM	03/01/2023	\$1,646.00
00034400	H3967	VU PHAM	03/01/2023	\$1,502.00
00034401	H2328	XUANNHA T PHAM	03/01/2023	\$1,730.00
00034402	H0595	HAI MINH PHAM	03/01/2023	\$12,272.00
00034403	H1932	HELEN PHAM	03/01/2023	\$1,180.00
00034404	H1851	LOAN ANH THI PHAM	03/01/2023	\$1,502.00
00034405	H0651	QUANG PHAM	03/01/2023	\$1,772.00
00034406	H4685	KATHY PHAN	03/01/2023	\$2,323.00
00034407	H4188	OANH PHAN	03/01/2023	\$4,387.00
00034408	H4781	STEVEN PHAN	03/01/2023	\$1,511.00
00034409	H4408	TAMMY PHAN	03/01/2023	\$1,538.00
00034410	H3820	THANH T PHAN	03/01/2023	\$90.00
00034411	H00232	WILSON M PHAN	03/01/2023	\$1,595.00
00034412	H3257	DON PHAN	03/01/2023	\$1,368.00
00034413	H1101	TOAN CONG PHAN	03/01/2023	\$1,110.00
00034414	H3698	ART S PHARN	03/01/2023	\$1,941.00
00034415	H00141	PHOENIX PREMIER LLC	03/01/2023	\$3,277.00
00034416	H2863	PINE TREE PROPERTY, LLC	03/01/2023	\$1,995.00
00034417	H3505	PJP PROPERTIES, LLC	03/01/2023	\$1,509.00
00034418	H00231	PLATINUM TRI BLOC LLC	03/01/2023	\$1,731.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 23

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00034419	H1493	PLAZA PATRIA COURT LTD	03/01/2023	\$1,417.00
00034420	H3769	PNB GREEN EXPANSION MGMT, LLC	03/01/2023	\$4,641.00
00034421	H4795	POST STERLING COURT, LP	03/01/2023	\$1,482.00
00034422	H3668	PRINCE NEW HORIZON VILLAGE	03/01/2023	\$3,813.00
00034423	H00194	QN INVESTMENT LLC	03/01/2023	\$14,059.00
00034424	H4306	SAN T QUACH	03/01/2023	\$1,393.00
00034425	H3994	DERRICK WILLIAM QUAN	03/01/2023	\$1,818.00
00034426	H4620	JEANNIE QUAN	03/01/2023	\$882.00
00034427	H4357	VAN-LAN QUAN	03/01/2023	\$4,767.00
00034428	H1448	GARY L QUINN	03/01/2023	\$795.00
00034429	H00335	RAINTREE BROOKS LP	03/01/2023	\$1,782.00
00034430	H00169	RANCHO MONTEREY APARTMENTS	03/01/2023	\$5,030.00
00034431	H0978	RAVART PACIFIC, LP	03/01/2023	\$1,273.00
00034432	H3808	RAVENWOOD PROPERTIES, LLC	03/01/2023	\$2,729.00
00034433	H4801	RBJ INVESTMENTS CORP	03/01/2023	\$1,324.00
00034434	H00285	REAL ESTATE SOURCE	03/01/2023	\$1,661.00
00034435	H00367	RED CORAL LLC	03/01/2023	\$1,200.00
00034436	H3184	ROGER LEE REED	03/01/2023	\$2,858.00
00034437	H3573	REO INTERNATIONAL CORPORATION	03/01/2023	\$3,477.00
00034438	H4932	RAYMOND REYES	03/01/2023	\$602.00
00034439	H1100	ROBERTA APTS, LP	03/01/2023	\$2,458.00
00034440	H3186	ROCEL PROPERTIES MGMT INC	03/01/2023	\$1,372.00
00034441	H00266	BRADLEY A ROMSTEDT	03/01/2023	\$1,499.00
00034442	H3631	CHARLENE ROSSIGNOL	03/01/2023	\$1,162.00
00034443	H00128	RUSSELL REAL ESTATE LLC	03/01/2023	\$3,082.00
00034444	H00203	S & P PACIFIC PROPERTIES LLC	03/01/2023	\$4,214.00
00034445	H1149	MIHRAN SABUNJIAN	03/01/2023	\$13,258.00
00034446	H00246	SAGE PARK CA LP	03/01/2023	\$1,235.00
00034447	H00324	FARZANEH SAJADIEH	03/01/2023	\$3,526.00
00034448	H4231	SALSOL PROPERTIES, LLC	03/01/2023	\$1,353.00
00034449	H00305	SAN CARLOS	03/01/2023	\$6,277.00
00034450	H4681	SAN MARINO	03/01/2023	\$449.00
00034451	H00097	SAN MIGUEL APTS / SAN MIGUEL PROPERTIES LP	03/01/2023	\$1,293.00
00034452	H00174	CYNTHIA SANCHEZ	03/01/2023	\$1,085.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 24

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00034453	H0858	PAT SARGENT	03/01/2023	\$1,508.00
00034454	H3340	JILL ANN SCHLEIFER	03/01/2023	\$3,433.00
00034455	H00187	SCOTT G JOE C/O PACIFIC TRUST MANAGEMENT	03/01/2023	\$1,119.00
00034456	H4485	SCWJ, LLC	03/01/2023	\$1,502.00
00034457	H4072	SERRANO WOODS, LP	03/01/2023	\$433.00
00034458	H00228	MARY E SHEN	03/01/2023	\$1,863.00
00034459	H00103	DAHNING SHIH	03/01/2023	\$2,125.00
00034460	H3699	SHREEVES PROPERTIES, LLC	03/01/2023	\$4,570.00
00034461	H00365	ANTHONY AND PATIENCE SHUTTS	03/01/2023	\$1,900.00
00034462	H3779	IRV D SIGEL	03/01/2023	\$1,728.00
00034463	H4150	SILVER COVE APARTMENTS, LP	03/01/2023	\$2,243.00
00034464	H4451	IRVIN SILVERSTEIN	03/01/2023	\$1,074.00
00034465	H1182	SINGING TREE	03/01/2023	\$1,475.00
00034466	H3459	BAY SIU	03/01/2023	\$1,623.00
00034467	H00293	SOBER SOLUTIONS	03/01/2023	\$2,100.00
00034468	H4778	SOCP, LLC	03/01/2023	\$944.00
00034469	H00243	SOMMERVILLE CONZELMAN CO LP	03/01/2023	\$5,959.00
00034470	H00288	JENNIFER SON	03/01/2023	\$1,427.00
00034471	H00055	LLC SOUTHCOAST CAPITAL HOLDINGS	03/01/2023	\$1,084.00
00034472	H1686	JAMES SPEARS	03/01/2023	\$2,323.00
00034473	H00244	SPICY LIVING LLC	03/01/2023	\$3,484.00
00034474	H4145	SPRINGDALE STREET APARTMENTS	03/01/2023	\$2,858.00
00034475	H3835	SPRINGSIDE, LLC	03/01/2023	\$7,973.00
00034476	H00337	STANDARD HERITAGE ANAHEIM OWNER LP	03/01/2023	\$1,455.00
00034477	H4458	TRUST STANLEY A SIROTT	03/01/2023	\$1,761.00
00034478	H3038	STANTON GROUP THREE, LLC	03/01/2023	\$841.00
00034479	H4566	STANTON GROUP, LLC	03/01/2023	\$1,025.00
00034480	H1277	STEWART PROPERTIES	03/01/2023	\$1,585.00
00034481	H00142	PATRICIA J STEWART	03/01/2023	\$1,444.00
00034482	H0403	ERICA STIDHAM	03/01/2023	\$5,682.00
00034483	H00297	THUY NHIEU STRICKLAND	03/01/2023	\$1,818.00
00034484	H0359	STUART DRIVE/ROSE GARDEN APTS	03/01/2023	\$108,087.00
00034485	H1147	UN SU	03/01/2023	\$3,044.00
00034486	H2049	SUNGROVE SENIOR APTS	03/01/2023	\$24,300.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 25

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00034487	H3805	SUNNYGATE, LLC	03/01/2023	\$13,770.00
00034488	H00108	SUNRISE APARTMENT HOMES	03/01/2023	\$2,744.00
00034489	H3766	SUNRISE VILLAGE PROPERTIES, LLC	03/01/2023	\$8,951.00
00034490	H00352	SURF CITY HOMES LLC	03/01/2023	\$845.00
00034491	H4484	EMILE J SWEIDA	03/01/2023	\$1,424.00
00034492	H00170	EVELYN SY	03/01/2023	\$1,750.00
00034493	H4543	SYCAMORE COURT APARTMENTS	03/01/2023	\$15,440.00
00034494	H4449	VINH TA	03/01/2023	\$1,195.00
00034495	H4081	ALI TAHAMI	03/01/2023	\$2,005.00
00034496	H00094	TAMARACK WOODS A CALIFORNIA LP	03/01/2023	\$1,789.00
00034497	H3432	ENLIANG T TANG	03/01/2023	\$1,582.00
00034498	H00268	TARA HILL APARTMENT	03/01/2023	\$1,908.00
00034499	H00229	TDDM INVESTMENTS CORP	03/01/2023	\$2,836.00
00034500	H3527	TDT WASHINGTON, LLC	03/01/2023	\$3,989.00
00034501	H4653	TH 12622 MORNINGSIDE, LLC	03/01/2023	\$2,370.00
00034502	H2875	HENRY THACH	03/01/2023	\$2,716.00
00034503	H4731	LYNN THAI	03/01/2023	\$1,417.00
00034504	H00185	JAI PAUL THAKUR	03/01/2023	\$889.00
00034505	H00076	THE ARBORS-LAKE FOREST OWNER LLC	03/01/2023	\$1,253.00
00034506	H00052	THE CAMBRIDGE	03/01/2023	\$3,869.00
00034507	H4391	THE FLORENTINE APTS	03/01/2023	\$1,964.00
00034508	H4759	THE KELVIN APARTMENTS	03/01/2023	\$1,910.00
00034509	H4390	THE MEDITERRANEAN APTS	03/01/2023	\$1,124.00
00034510	H4591	THE PALM GARDEN APTS LP	03/01/2023	\$1,347.00
00034511	H1007	THE ROSE GARDEN APTS	03/01/2023	\$15,961.00
00034512	H4633	THSW PARTNERS, LLC	03/01/2023	\$5,324.00
00034513	H3260	ANA MARIA THULSIRAJ	03/01/2023	\$1,180.00
00034514	H00053	TIC INVESTMENT COMPANY LLC	03/01/2023	\$4,369.00
00034515	H00062	TIC INVESTMENT COMPANY	03/01/2023	\$4,553.00
00034516	H4599	TIC INVESTMENT COMPANY, LLC	03/01/2023	\$1,524.00
00034517	H4600	TIC INVESTMENT COMPANY, LLC	03/01/2023	\$1,669.00
00034518	H00060	TIC INVESTMENT LLC	03/01/2023	\$593.00
00034519	H00308	TJAC-PI LLC	03/01/2023	\$5,367.00
00034520	H4494	TLHA DOTY, LLC	03/01/2023	\$3,197.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 26

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00034521	H4219	TLHA PALM, LLC	03/01/2023	\$1,823.00
00034522	H00207	TN INVESTMENTS GROUP LLC	03/01/2023	\$3,164.00
00034523	H00378	TN INVESTMENTS GROUP LLC	03/01/2023	\$2,237.00
00034524	H00366	TN INVESTMENTS GROUP, LLC	03/01/2023	\$1,417.00
00034525	H3827	TN INVESTMENTS GROUP, LLC	03/01/2023	\$13,135.00
00034526	H3828	TN INVESTMENTS GROUP, LLC	03/01/2023	\$1,089.00
00034527	H3829	TN INVESTMENTS GROUP, LLC	03/01/2023	\$1,545.00
00034528	H3831	TN INVESTMENTS GROUP, LLC	03/01/2023	\$1,151.00
00034529	H3939	TN INVESTMENTS PROPERTIES, LLC	03/01/2023	\$18,868.00
00034530	H4753	TNL PROPERTY, LLC	03/01/2023	\$2,787.00
00034531	H1212	KIMTRUNG THI TO	03/01/2023	\$1,581.00
00034532	H0855	VAN THU TO	03/01/2023	\$5,816.00
00034533	H4492	TOC TOC, LLC	03/01/2023	\$4,393.00
00034534	H00189	TRUSTEE TOMMY YING TUAN	03/01/2023	\$1,447.00
00034535	H1454	KHANH TON	03/01/2023	\$802.00
00034536	H3377	TAP THAT TON	03/01/2023	\$2,075.00
00034537	H3902	TOPADVANCED, LLC	03/01/2023	\$3,544.00
00034538	H00370	TOWNE CENTRE AT ORANGE	03/01/2023	\$1,945.00
00034539	H00178	TR ENTERPRISE LLC	03/01/2023	\$2,798.00
00034540	H1789	TRAN'S APARTMENTS	03/01/2023	\$5,537.00
00034541	H4099	ANDREW TRAN	03/01/2023	\$1,567.00
00034542	H4407	ANDREW TRAN	03/01/2023	\$1,980.00
00034543	H7723	ANH TUYET T TRAN	03/01/2023	\$1,365.00
00034544	H4727	ANNA THI TRAN	03/01/2023	\$1,200.00
00034545	H4012	CATHY TRAN	03/01/2023	\$1,754.00
00034546	H00156	DAT DOAN TRAN	03/01/2023	\$1,166.00
00034547	H00392	DUC M TRAN	03/01/2023	\$1,805.00
00034548	H3577	EDWARD T TRAN	03/01/2023	\$1,583.00
00034549	H2027	FREDERICK M TRAN	03/01/2023	\$1,179.00
00034550	H00102	HELENA TRAN	03/01/2023	\$1,896.00
00034551	H3646	HENRY TRAN	03/01/2023	\$1,269.00
00034552	H1203	JACLYN TRAN, HIEP OR TRAN	03/01/2023	\$1,234.00
00034553	H3554	HO VAN TRAN	03/01/2023	\$6,712.00
00034554	H3896	HOA TRAN	03/01/2023	\$640.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 27

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00034555	H00124	HUE THI DANG TRAN	03/01/2023	\$1,619.00
00034556	H3456	HUNG QUOC TRAN	03/01/2023	\$1,528.00
00034557	H00044	HUONG TRAN	03/01/2023	\$2,735.00
00034558	H00057	HUYEN TRAN	03/01/2023	\$930.00
00034559	H3403	JANE TRAN	03/01/2023	\$1,838.00
00034560	H4270	JIM DUC TRAN	03/01/2023	\$1,658.00
00034561	H4698	JOHNNY TRAN	03/01/2023	\$4,316.00
00034562	H4251	JOSEPH QUANG TRAN	03/01/2023	\$963.00
00034563	H4499	JOSEPHINE TRAN	03/01/2023	\$2,226.00
00034564	H00171	KENNY TRAN	03/01/2023	\$2,466.00
00034565	H00195	KEVIN TRAN	03/01/2023	\$2,398.00
00034566	H4158	KEVIN THANH TRAN	03/01/2023	\$1,631.00
00034567	H00058	KIEU VAN TRAN	03/01/2023	\$2,539.00
00034568	H3517	KIM VAN TRAN	03/01/2023	\$2,635.00
00034569	H4276	LAY THI TRAN	03/01/2023	\$1,812.00
00034570	H4130	LOC H TRAN	03/01/2023	\$2,159.00
00034571	H4788	LONG QUOC TRAN	03/01/2023	\$1,371.00
00034572	H3775	LUCIA THUY TRAN	03/01/2023	\$1,055.00
00034573	H3442	MARY TRAN	03/01/2023	\$1,074.00
00034574	H4732	MINH TRAN	03/01/2023	\$1,152.00
00034575	H4059	MY T TRAN	03/01/2023	\$2,409.00
00034576	H4687	NGAN TRAN	03/01/2023	\$3,585.00
00034577	H3211	NGOC THI TRAN	03/01/2023	\$2,169.00
00034578	H4378	NHUT NGUYEN TRAN	03/01/2023	\$1,431.00
00034579	H3530	TAM ANH TRAN	03/01/2023	\$1,744.00
00034580	H4198	TAM MINH TRAN	03/01/2023	\$1,847.00
00034581	H3742	THERESA T TRAN	03/01/2023	\$761.00
00034582	H3744	THERESA T TRAN	03/01/2023	\$1,363.00
00034583	H4291	THONG TRAN	03/01/2023	\$1,287.00
00034584	H3371	THU HUONG THI TRAN	03/01/2023	\$934.00
00034585	H4394	TIM TRAN	03/01/2023	\$1,833.00
00034586	H4573	TINA TRAN	03/01/2023	\$2,225.00
00034587	H00025	TONY TRAN	03/01/2023	\$1,933.00
00034588	H00073	TRANG P TRAN	03/01/2023	\$1,074.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 28

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00034589	H3709	TRI TRAN	03/01/2023	\$1,548.00
00034590	H4507	TRUNG H TRAN	03/01/2023	\$1,383.00
00034591	H3163	TRUYEN & HELEN TRAN	03/01/2023	\$2,401.00
00034592	H3220	TU TRAN	03/01/2023	\$1,620.00
00034593	H3253	VICTORIA TRAN	03/01/2023	\$1,641.00
00034594	H0386	BAU TRAN	03/01/2023	\$1,012.00
00034595	H3227	PAUL TUAN DUC TRAN	03/01/2023	\$1,615.00
00034596	H2712	PHUONG THUY TRAN	03/01/2023	\$852.00
00034597	H1903	THU-HANG TRAN	03/01/2023	\$4,755.00
00034598	H2776	TUAN HUY TRAN	03/01/2023	\$930.00
00034599	H1166	TOM TRANG	03/01/2023	\$1,284.00
00034600	H4422	TRG FULLERTON AFFORDABLE, LP / VENTANA APARTMENTS	03/01/2023	\$694.00
00034601	H4136	HONG QUANG TRIEU	03/01/2023	\$1,433.00
00034602	H4266	NANCY TRIEU	03/01/2023	\$1,532.00
00034603	H2231	EMMA TRINH	03/01/2023	\$1,400.00
00034604	H3759	THANH-MAI TRINH	03/01/2023	\$3,129.00
00034605	H00385	THU XUAN TRINH	03/01/2023	\$1,669.00
00034606	H4356	TUAN TRINH	03/01/2023	\$1,871.00
00034607	H0536	TUNG XUAN TRINH	03/01/2023	\$1,841.00
00034608	H00351	TRIPLETS CASTLE LLC	03/01/2023	\$4,252.00
00034609	H3993	DUNG T TRUONG	03/01/2023	\$615.00
00034610	H00356	HOAN VU MINH TRUONG	03/01/2023	\$249.00
00034611	H00188	HUE AI TRUONG	03/01/2023	\$1,513.00
00034612	H00201	JOHN TRUONG	03/01/2023	\$1,228.00
00034613	H4780	KENNY N TRUONG	03/01/2023	\$2,407.00
00034614	H2729	QUYEN MY TRUONG	03/01/2023	\$1,328.00
00034615	H1813	CAROLINE TSAI	03/01/2023	\$3,825.00
00034616	H4445	YUNGLIN & SHU-MEI TSAO	03/01/2023	\$1,885.00
00034617	H00295	TSK BUSINESS LLC	03/01/2023	\$780.00
00034618	H3867	TU BI THIEN TAM	03/01/2023	\$1,285.00
00034619	H8168	TUDOR GROVE	03/01/2023	\$80,182.00
00034620	H4536	TUSTIN AFFORDABLE HOUSING	03/01/2023	\$3,087.00
00034621	H4030	TUSTIN SOUTHERN APTS - OFFICE	03/01/2023	\$1,314.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 29

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00034622	H00215	ROGER TWEDT	03/01/2023	\$1,735.00
00034623	H00388	UDR HUNTINGTON VISTA LP DBA HUNTINGTON VISTA	03/01/2023	\$1,896.00
00034624	H9100	V W PROPERTY	03/01/2023	\$4,993.00
00034625	H00410	V&L PROPERTIES LLC	03/01/2023	\$4,062.00
00034626	H1541	CONNIE VALDEZ	03/01/2023	\$1,267.00
00034627	H00361	VALLEY VIEW SENIOR APARTMENTS LLC	03/01/2023	\$17,780.00
00034628	H0814	MINH XUONG VAN	03/01/2023	\$578.00
00034629	H4661	RONALD VAN	03/01/2023	\$3,293.00
00034630	H2755	ARTURO ENRIQUEZ VAZQUEZ	03/01/2023	\$2,784.00
00034631	H4392	VERSAILLES APTS	03/01/2023	\$3,474.00
00034632	H4553	VINTAGE CANYON SR APTS	03/01/2023	\$1,050.00
00034633	H4625	VINTAGE FLAGSHIP, LLC	03/01/2023	\$2,878.00
00034634	H3689	VJ SURGICAL, LLC	03/01/2023	\$2,430.00
00034635	H3628	VLE RENTAL, LLC	03/01/2023	\$9,662.00
00034636	H3132	HUNG MINH VO	03/01/2023	\$2,086.00
00034637	H4205	JEFF VO	03/01/2023	\$1,318.00
00034638	H2134	KHANH MAI VO	03/01/2023	\$6,256.00
00034639	H4531	LOAN VO	03/01/2023	\$1,906.00
00034640	H3938	LOC ANH VO	03/01/2023	\$1,185.00
00034641	H4787	MICKEY VO	03/01/2023	\$2,375.00
00034642	H00394	TRACY TRANG VO	03/01/2023	\$2,363.00
00034643	H1481	TINA NGA VOLE	03/01/2023	\$1,261.00
00034644	H3718	NIPA D VORA	03/01/2023	\$3,588.00
00034645	H3907	ANNIE VU	03/01/2023	\$1,662.00
00034646	H2123	DAT VU	03/01/2023	\$18,445.00
00034647	H00259	DIANA VU	03/01/2023	\$975.00
00034648	H4560	HOA VU	03/01/2023	\$1,341.00
00034649	H3918	HUAN VU	03/01/2023	\$1,205.00
00034650	H00206	JADE NGOC VU	03/01/2023	\$1,826.00
00034651	H00211	KHUAT VU	03/01/2023	\$1,956.00
00034652	H4657	KRYSTINA VU	03/01/2023	\$1,485.00
00034653	H4197	LEO M VU	03/01/2023	\$1,873.00
00034654	H4323	LINH DUY VU	03/01/2023	\$2,777.00
00034655	H4549	MINH VU	03/01/2023	\$1,102.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 30

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00034656	H3760	NAM H VU	03/01/2023	\$1,284.00
00034657	H3274	PHUONG MINH VU	03/01/2023	\$1,169.00
00034658	H00306	SHAWN VU	03/01/2023	\$1,483.00
00034659	H00074	SU T VU	03/01/2023	\$2,234.00
00034660	H00249	SUONG N VU	03/01/2023	\$1,284.00
00034661	H3823	TAN DUY VU	03/01/2023	\$3,138.00
00034662	H2823	TRUNG QUOC VU	03/01/2023	\$1,217.00
00034663	H0883	TUONG MANH VU	03/01/2023	\$2,289.00
00034664	H3612	VINCE HUNG VU	03/01/2023	\$2,514.00
00034665	H3928	VIVIAN VU	03/01/2023	\$866.00
00034666	H4807	YEN T VU	03/01/2023	\$1,445.00
00034667	H00034	HAO DUC VUONG	03/01/2023	\$1,392.00
00034668	H00226	HOA THI VUONG	03/01/2023	\$2,656.00
00034669	H00313	KAITHLYN VUONG	03/01/2023	\$1,719.00
00034670	H4278	PETER H VUONG	03/01/2023	\$679.00
00034671	H4642	DAVID WALD	03/01/2023	\$931.00
00034672	H9105	WALDEN APTS	03/01/2023	\$4,289.00
00034673	H1725	WALDEN GLEN APTS	03/01/2023	\$1,894.00
00034674	H4489	HO PONG WAN	03/01/2023	\$1,588.00
00034675	H2084	CHARLES WANG	03/01/2023	\$5,592.00
00034676	H2253	SUZY WANG	03/01/2023	\$3,503.00
00034677	H0867	IRVING WEISER	03/01/2023	\$2,123.00
00034678	H00419	WEISSER INVESTMENTS LLC	03/01/2023	\$9,776.00
00034679	H4530	WESLEY VILLAGE APARTMENTS	03/01/2023	\$5,597.00
00034680	H0442	HENRY B WESSELN	03/01/2023	\$1,734.00
00034681	H1238	WESTCHESTER PARK, LP	03/01/2023	\$1,748.00
00034682	H00144	WESTERN NATIONAL EL DORADO PARTNERS LP	03/01/2023	\$1,268.00
00034683	H3468	WESTLAKE APARTMENTS, LLC	03/01/2023	\$8,205.00
00034684	H2684	WESTMINSTER HOUSING PARTNER, LP	03/01/2023	\$8,674.00
00034685	H2986	CINDY OR ED WICK	03/01/2023	\$914.00
00034686	H0029	WILLOWICK ROYAL	03/01/2023	\$476.00
00034687	H4424	WILSHIRE CREST	03/01/2023	\$1,817.00
00034688	H4523	WINDMILL APARTMENTS	03/01/2023	\$4,493.00
00034689	H4608	WINDWOOD GLEN APTS	03/01/2023	\$1,576.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 31

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00034690	H9109	WINNIE INVESTMENT	03/01/2023	\$7,201.00
00034691	H3286	WINSTON PLACE, LLC	03/01/2023	\$1,221.00
00034692	H4232	WONDERFUL IDEA, LLC	03/01/2023	\$1,462.00
00034693	H5169	GIN O WONG	03/01/2023	\$7,579.00
00034694	H00413	JULIA WONG	03/01/2023	\$1,527.00
00034695	H4709	WOODBRIIDGE VILLAS APARTMENT HOMES	03/01/2023	\$1,216.00
00034696	H4762	WOODBRIIDGE WILLOWS	03/01/2023	\$3,907.00
00034697	H00184	XIAOLIN WU	03/01/2023	\$1,380.00
00034698	H00398	TINA PI-YU YAO	03/01/2023	\$2,131.00
00034699	H0165	LEON SHU YAU	03/01/2023	\$1,301.00
00034700	H4806	JIYUN YEOM	03/01/2023	\$2,808.00
00034701	H00190	JAIMIE L YIANG	03/01/2023	\$1,508.00
00034702	H00333	YORBA LINDA ALTRUDY LP	03/01/2023	\$1,008.00
00034703	H4168	HENRY H YOUNG	03/01/2023	\$1,686.00
00034704	H4596	EUGENIA ZASLAVSKY	03/01/2023	\$4,750.00
00034705	H3730	GEORGE ZHAO	03/01/2023	\$1,427.00
00685159	H00411	1600 W BROADWAY LLC	03/01/2023	\$3,878.00
00685160	H00284	8550 COMMONWEALTH AVENUE LLC	03/01/2023	\$1,302.00
00685161	H4194	WILLIAM ADAMS	03/01/2023	\$1,150.00
00685162	H00238	ADVANCE GLOBAL ASSET GROUP INC	03/01/2023	\$915.00
00685163	H00248	ADVANCED GROUP 05-85 A CAL LTD PARTNERSHIP	03/01/2023	\$1,240.00
00685164	H4534	ALISO VIEJO 621, LP	03/01/2023	\$1,306.00
00685165	H00290	ALLEPHESIANS 1, LLC	03/01/2023	\$1,730.00
00685166	H2616	ANAHEIM REVITALIZATION II PART	03/01/2023	\$2,628.00
00685167	H4705	ANAHEIM REVITALIZATION IV PARTNERS, LP	03/01/2023	\$1,541.00
00685168	H4722	ANAHEIM REVITALIZATION PARTNERS III LP	03/01/2023	\$1,499.00
00685169	H7330	BAHIA VILLAGE MOBILEHOME PARK	03/01/2023	\$931.00
00685170	H00070	BRIDGE WF CA CRYSTAL VIEW LP	03/01/2023	\$2,407.00
00685171	H0950	RICHARD BUI JR	03/01/2023	\$3,930.00
00685172	H00155	CRYSTAL BUI	03/01/2023	\$1,904.00
00685173	H3596	JIMMY QUOC BUI	03/01/2023	\$3,813.00
00685174	H4355	LAN HUYNH NGOC BUI	03/01/2023	\$997.00
00685175	H0432	PHAT BUI	03/01/2023	\$2,945.00
00685176	H1455	SON MINH BUI	03/01/2023	\$1,400.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 32

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00685177	H4756	TAN H BUI	03/01/2023	\$1,460.00
00685178	H4238	TINH TIEN BUI	03/01/2023	\$1,910.00
00685179	H00130	BUNGALOWS	03/01/2023	\$1,946.00
00685180	H00247	CASA LA VETA ASSOCIATES	03/01/2023	\$1,920.00
00685181	H00261	CASTILIAN A CA LP	03/01/2023	\$2,144.00
00685182	H9009	CHANTECLAIR APTS	03/01/2023	\$1,315.00
00685183	H00127	RICHARD N CHAO	03/01/2023	\$1,126.00
00685184	H2701	DAVID CHEN	03/01/2023	\$1,295.00
00685185	H4671	ROBERT CHRISTMAN	03/01/2023	\$2,646.00
00685186	H00358	ANH CHU	03/01/2023	\$1,818.00
00685187	H4617	MEI-LING CHU	03/01/2023	\$923.00
00685188	H4773	CMIF III CORONADO PALMS, LLC	03/01/2023	\$1,439.00
00685189	H00227	CORDOVA A CA LP	03/01/2023	\$1,893.00
00685190	H00344	CORTESIA AT RANCHO SANTA MARGARITA	03/01/2023	\$2,596.00
00685191	H4380	CRESTWOOD ON 7, LLC	03/01/2023	\$2,460.00
00685192	H00072	KHANH DANG	03/01/2023	\$1,660.00
00685193	H00106	HAROLD E DELONG	03/01/2023	\$1,347.00
00685194	H00323	NHI DIEP	03/01/2023	\$1,508.00
00685195	H4690	KIM-ANH T DINH	03/01/2023	\$3,242.00
00685196	H4533	MINH TAM DO	03/01/2023	\$896.00
00685197	H4222	THUAN DO	03/01/2023	\$1,338.00
00685198	H3422	DINH T DOAN	03/01/2023	\$1,310.00
00685199	H00043	MICHAEL DOAN	03/01/2023	\$1,206.00
00685200	H1395	HELMUT DONNER	03/01/2023	\$2,486.00
00685201	H4348	LAN DUONG	03/01/2023	\$1,401.00
00685202	H00377	EIGHT 80 NEWPORT BEACH	03/01/2023	\$1,648.00
00685203	H4187	EL CAMINO LU, LLC	03/01/2023	\$1,641.00
00685204	H3075	EMERALD GARDENS APT	03/01/2023	\$805.00
00685205	H5060	EUCLID PARK APTS	03/01/2023	\$1,636.00
00685206	H00236	FENWAY APTS	03/01/2023	\$1,769.00
00685207	H4813	FENWAY PROPERTIES	03/01/2023	\$1,490.00
00685208	H00399	FIVE COVES	03/01/2023	\$1,911.00
00685209	H2768	DALE A FULLWOOD	03/01/2023	\$1,332.00
00685210	H4193	GROVE PARK, LLC	03/01/2023	\$4,082.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 33

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00685211	H00389	HANNA PROPERTY INVESTMENTS LLC	03/01/2023	\$2,108.00
00685212	H3218	KULJIT HARA	03/01/2023	\$1,141.00
00685213	H1979	STEVE HARA	03/01/2023	\$6,589.00
00685214	H00221	HAUPT PROPERTIES, LLC C/O DROUIN REALTY	03/01/2023	\$1,040.00
00685215	H4703	HERMOSA VILLAGE PHASE I HOUSING PARTNERS, LP	03/01/2023	\$1,958.00
00685216	H1873	JAMES HOANG	03/01/2023	\$1,283.00
00685217	H3022	NICK HOFFMAN	03/01/2023	\$2,337.00
00685218	H00355	HOYT REAL ESTATE INC	03/01/2023	\$1,762.00
00685219	H3140	CHONG WEI HUANG	03/01/2023	\$1,976.00
00685220	H00240	HUNTINGTON POINTE 2019 LP	03/01/2023	\$1,471.00
00685221	H4810	DOANH HUYNH	03/01/2023	\$1,628.00
00685222	H3473	NATALIE N HUYNH	03/01/2023	\$1,359.00
00685223	H00404	STEPHANIE HUYNH	03/01/2023	\$1,720.00
00685224	H3095	TRANG HUYNH	03/01/2023	\$4,198.00
00685225	H00329	IHLLC HOLDINGS I LLC	03/01/2023	\$2,501.00
00685226	H3801	IRVINE APARTMENT COMMUNITIES LP	03/01/2023	\$3,853.00
00685227	H00224	JAMES K SKEOCH DECEDENT'S TRUST	03/01/2023	\$5,438.00
00685228	H00254	STEPHEN JOHNSON	03/01/2023	\$1,477.00
00685229	H3109	LINDA JOHNSON	03/01/2023	\$2,598.00
00685230	H4584	JOON CHOI VDS APARTMENT LLC	03/01/2023	\$11,135.00
00685231	H2641	KDF HERMOSA, LP	03/01/2023	\$4,078.00
00685232	H3083	KDF MALABAR, LP	03/01/2023	\$35,840.00
00685233	H2403	KDF SEA WIND, LP	03/01/2023	\$869.00
00685234	H00217	VI KIM	03/01/2023	\$1,548.00
00685235	H3683	WILLIAM KUNZMAN	03/01/2023	\$1,611.00
00685236	H00302	LA COSTA	03/01/2023	\$3,480.00
00685237	H00117	ANH T LAM	03/01/2023	\$927.00
00685238	H4284	LE FAMILY TRUST	03/01/2023	\$815.00
00685239	H1638	DON LE	03/01/2023	\$974.00
00685240	H1531	TRACEY LE	03/01/2023	\$1,420.00
00685241	H1423	VIET Q LE	03/01/2023	\$1,309.00
00685242	H0298	YENNNHI LE	03/01/2023	\$974.00
00685243	H4132	HOABINH LE-MUNZER	03/01/2023	\$1,369.00
00685244	H00223	LAWRENCE B LEBLANC	03/01/2023	\$11,759.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 34

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00685245	H4694	DOUG LEONG	03/01/2023	\$1,539.00
00685246	H0216	ALICE LIAO	03/01/2023	\$3,084.00
00685247	H00066	DAVID A LO	03/01/2023	\$1,741.00
00685248	H4765	MAI LUONG	03/01/2023	\$3,400.00
00685249	H4820	VIVIAN Q LUU	03/01/2023	\$1,883.00
00685250	H0958	WILLIAM T MACDONALD	03/01/2023	\$5,595.00
00685251	H00132	DAVID E MADJE	03/01/2023	\$11,233.00
00685252	H00423	JOSE L MADRIGAL	03/01/2023	\$2,348.00
00685253	H1188	LARRY MAH	03/01/2023	\$1,030.00
00685254	H2333	HANH T MAI-NGUYEN	03/01/2023	\$1,462.00
00685255	H1861	TERRY MAMMEN	03/01/2023	\$4,963.00
00685256	H4675	ZHIYAN MAO	03/01/2023	\$2,728.00
00685257	H00204	MARTIN INVESTMENT PROPERTIES INC	03/01/2023	\$1,435.00
00685258	H00279	ODETTE MIKHAIL	03/01/2023	\$1,715.00
00685259	H3043	MONARK, LP	03/01/2023	\$5,736.00
00685260	H0780	MONTEJO APARTMENTS	03/01/2023	\$1,962.00
00685261	H00353	MONTICELLO PROPERTY MANAGEMENT	03/01/2023	\$954.00
00685262	H00274	NEWPORT HOUSING PARTNERS LP	03/01/2023	\$1,782.00
00685263	H00152	BRIGHTON QUOCSI NGO	03/01/2023	\$1,317.00
00685264	H2386	MARY NGO	03/01/2023	\$5,848.00
00685265	H00114	AN NGUYEN	03/01/2023	\$506.00
00685266	H00420	BAONGOC NGUYEN	03/01/2023	\$5,125.00
00685267	H1184	BICHLE T NGUYEN	03/01/2023	\$4,371.00
00685268	H00270	HAIHA NGUYEN	03/01/2023	\$1,521.00
00685269	H2192	HOC VAN NGUYEN	03/01/2023	\$2,237.00
00685270	H00397	JENNY NGUYEN	03/01/2023	\$1,739.00
00685271	H4623	LINDA MAI NGUYEN	03/01/2023	\$1,496.00
00685272	H4473	MAI NGUYEN	03/01/2023	\$300.00
00685273	H00271	MINDY NGUYEN	03/01/2023	\$2,019.00
00685274	H00175	NAM V NGUYEN	03/01/2023	\$1,271.00
00685275	H4061	NGUYEN, NICOLE U	03/01/2023	\$609.00
00685276	H00405	RYAN NGUYEN	03/01/2023	\$2,159.00
00685277	H4529	STEVEN NGUYEN	03/01/2023	\$987.00
00685278	H9044	THANH VAN NGUYEN	03/01/2023	\$1,541.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 35

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00685279	H4682	THUY T NGUYEN	03/01/2023	\$889.00
00685280	H00409	TIM NGUYEN	03/01/2023	\$1,544.00
00685281	H00424	TU VAN NGUYEN	03/01/2023	\$2,483.00
00685282	H00332	TUAN NGUYEN	03/01/2023	\$1,595.00
00685283	H3103	NICOLE UYEN NGUYEN	03/01/2023	\$480.00
00685284	H2879	PAULINE KIMPHUNG NGUYEN	03/01/2023	\$4,799.00
00685285	H2526	SHERRY LIEU NGUYEN	03/01/2023	\$1,606.00
00685286	H1027	TON SANH NGUYEN	03/01/2023	\$1,321.00
00685287	H3114	TRACY NGUYEN	03/01/2023	\$2,493.00
00685288	H2699	THUY-TIEN NGUYEN-TU	03/01/2023	\$2,222.00
00685289	H3404	NORTHWOOD PLACE	03/01/2023	\$4,545.00
00685290	H00212	OCEAN BREEZE VILLAS	03/01/2023	\$4,018.00
00685291	H00041	OLIVIA THANH CAPITALS LLC	03/01/2023	\$2,397.00
00685292	H00412	ORANGE PLAZA APARTMENTS LLC	03/01/2023	\$1,995.00
00685293	H00291	PALM ISLAND SENIOR APARTMENTS	03/01/2023	\$4,445.00
00685294	H00395	PARK CENTER PLACE	03/01/2023	\$2,048.00
00685295	H00193	PARK RIDGE ENTERPRISE LP	03/01/2023	\$1,420.00
00685296	H2739	CHONG PIL PARK	03/01/2023	\$1,550.00
00685297	H4351	PAVILION PARK SENIOR 1 HOUSING PARTNERS, LP	03/01/2023	\$1,748.00
00685298	H4582	ANH THI PHAM	03/01/2023	\$1,523.00
00685299	H00414	CUONG KIM PHAM	03/01/2023	\$2,731.00
00685300	H4800	DAVID VU PHAM	03/01/2023	\$1,657.00
00685301	H00150	DON PHU PHAM	03/01/2023	\$2,362.00
00685302	H00182	JULIE NGOC PHAM	03/01/2023	\$1,218.00
00685303	H3817	QUYEN PHAM	03/01/2023	\$1,346.00
00685304	H00400	SOPHIA PHAM	03/01/2023	\$2,885.00
00685305	H1049	TUNG PHAM	03/01/2023	\$1,573.00
00685306	H00349	HARRISON PHAN	03/01/2023	\$1,450.00
00685307	H4786	HUNG PHAN	03/01/2023	\$2,873.00
00685308	H00303	JENNIFER PHAN	03/01/2023	\$1,246.00
00685309	H00225	VICKY T PHAN-VO	03/01/2023	\$1,683.00
00685310	H00316	PINES APARTMENTS	03/01/2023	\$2,150.00
00685311	H00418	PLACENTIA 422 LP	03/01/2023	\$2,669.00
00685312	H4509	PLAZA WOODS, LLC	03/01/2023	\$4,363.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 36

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00685313	H4535	PORTOLA IRVINE, LP ANTON PORTOLA APARTMENTS	03/01/2023	\$1,748.00
00685314	H00320	PRALLE AND CASE NO. 2 LP	03/01/2023	\$1,559.00
00685315	H4353	RAYMOND AND LYNN RUAIS	03/01/2023	\$697.00
00685316	H00425	PATRICIA A RODRIGUEZ	03/01/2023	\$1,031.00
00685317	H00427	SAN JUAN A CA LP	03/01/2023	\$2,677.00
00685318	H00283	SANTA ANA HOUSING AUTHORITY	03/01/2023	\$10,892.31
00685319	H00325	SAVANNA BANANA LLC	03/01/2023	\$1,500.00
00685320	H3488	CELESTE SCHWERMAN	03/01/2023	\$1,150.00
00685321	H00322	SEA WIND 2016 LP	03/01/2023	\$567.00
00685322	H00317	SEQUOIA EQUITIES HIDDEN HILLS	03/01/2023	\$1,819.00
00685323	H4241	SILO NORTHEAST, LLC	03/01/2023	\$3,526.00
00685324	H4811	STONECREST POINT APTS	03/01/2023	\$911.00
00685325	H4590	CATHY TA	03/01/2023	\$1,730.00
00685326	H00147	DANNY HOANG TA	03/01/2023	\$1,694.00
00685327	H00342	TDT BUSHARD, LLC	03/01/2023	\$866.00
00685328	H4409	TERESINA APARTMENTS	03/01/2023	\$1,311.00
00685329	H00113	THE HUNTINGTON PARTNERSHIP	03/01/2023	\$1,718.00
00685330	H00087	THE RETREAT AT MIDWAY CITY (WSH MANAGEMENT)	03/01/2023	\$2,747.00
00685331	H1959	THOMSON EQUITIES	03/01/2023	\$1,294.00
00685332	H6710	THOMSON EQUITIES	03/01/2023	\$1,369.00
00685333	H00422	TIC INVESTMENT COMPANY LLC	03/01/2023	\$2,697.00
00685334	H4720	TIC INVESTMENT COMPANY, LLC	03/01/2023	\$2,450.00
00685335	H4726	TIC INVESTMENT COMPANY, LLC	03/01/2023	\$8,704.00
00685336	H00257	TKN DBA GROVESIDE LLC	03/01/2023	\$1,410.00
00685337	H00343	TOMMY LEE & TIFFANY THUY PHAM	03/01/2023	\$1,313.00
00685338	H4616	VINH THAT TON	03/01/2023	\$2,395.00
00685339	H00075	IVY TONNU-MIHARA	03/01/2023	\$1,346.00
00685340	H00331	ANTHONY P TRAN	03/01/2023	\$899.00
00685341	H4688	ERIC TRAN	03/01/2023	\$486.00
00685342	H3686	LIEN KIM TRAN-NGUYEN	03/01/2023	\$1,006.00
00685343	H00273	TRIDER CORPORATION	03/01/2023	\$794.00
00685344	H4493	TRANG N TRINH	03/01/2023	\$1,301.00
00685345	H00056	LUCKY LUC TRUONG	03/01/2023	\$1,199.00
00685346	H2335	THUAN BICH TRUONG	03/01/2023	\$3,842.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2023

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

Report Generated on Mar 1, 2023 12:06:01 PM

Page 37

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00685347	H2410	SON BICH TRUONG	03/01/2023	\$1,523.00
00685348	H0146	ANGELO S TURI	03/01/2023	\$2,721.00
00685349	H00338	UDR THE RESIDENCES AT BELLA TERRA	03/01/2023	\$1,910.00
00685350	H00199	LISA TO VAN	03/01/2023	\$1,417.00
00685351	H2982	MARCO VELASTEGUI	03/01/2023	\$1,754.00
00685352	H3943	VILLA CAPRI ESTATES	03/01/2023	\$2,116.00
00685353	H2717	THUA VINH	03/01/2023	\$981.00
00685354	H00373	VINKAYLA LLC	03/01/2023	\$2,119.00
00685355	H4662	VISTA DEL SOL APARTMENTS	03/01/2023	\$1,501.00
00685356	H9103	VISTA DEL SOL APTS	03/01/2023	\$1,375.00
00685357	H1723	KIMCHI VO	03/01/2023	\$1,999.00
00685358	H00369	SAMANTHA VO	03/01/2023	\$1,616.00
00685359	H3476	TIN TRUNG VO	03/01/2023	\$1,502.00
00685360	H1805	VPM BRIDGES APTS	03/01/2023	\$707.00
00685361	H3637	VPM MANAGEMENT	03/01/2023	\$1,242.00
00685362	H3088	VPM SHER LANE, LP	03/01/2023	\$2,497.00
00685363	H00065	HUNG TRONG VU	03/01/2023	\$1,690.00
00685364	H00146	LONG DUC VU	03/01/2023	\$768.00
00685365	H2900	DANNY VU	03/01/2023	\$1,644.00
00685366	H00359	JIA PEIR WANG	03/01/2023	\$1,548.00
00685367	H0719	NEIL E WEST	03/01/2023	\$1,274.00
00685368	H00376	WHISPERING FOUNTAINS AT LAGUNA WOODS	03/01/2023	\$992.00
00685369	H1934	WINDSOR-DAWSON, LP	03/01/2023	\$4,767.00
00685370	H3429	WINDWOOD KNOLL APARTMENTS	03/01/2023	\$4,124.00
00685371	H00118	WOODBURGE APARTMENTS	03/01/2023	\$1,763.00
00685372	H3506	WOODBURY SQUARE	03/01/2023	\$1,748.00

EFT:	1,030	\$3,237,949.37
Check:	214	\$500,569.31
Total:	1,244	\$3,738,518.68



City of Garden Grove
Certificate of Warrants
Register Dates:
03/02/2023

This is to certify the demands covered by EFT numbers 00034706 through 00034732, and check numbers 00685373 through 00685437 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 black ink, appearing to read 'Patricia Song', written over a horizontal line.

Finance Director
Patricia Song

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 2, 2023

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

Report Generated on Mar 16, 2023 7:40:54 AM

Page 1

AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00034706	V03070	AIX CIVIL DESIGN INC.	03/02/2023	\$3,040.00
00034707	V00650	BUREAU VERITAS NORTH AMERICA, INC	03/02/2023	\$6,840.00
00034708	V00224	CDW-GOVERNMENT, INC	03/02/2023	\$3,801.75
00034709	V00562	DOOLEY ENTERPRISES, INC	03/02/2023	\$13,986.49
00034710	V00218	GRAINGER	03/02/2023	\$103.36
00034711	V00703	GRANICUS, LLC	03/02/2023	\$8,506.50
00034712	V01391	INTELEPEER CLOUD COMMUNICATIONS, LLC	03/02/2023	\$2,245.47
00034713	V00283	JIG CONSULTANTS	03/02/2023	\$4,652.50
00034714	V00368	JOHNSON CONTROLS SECURITY SOLUTIONS	03/02/2023	\$393.01
00034715	V01286	JTB SUPPLY CO, INC	03/02/2023	\$1,729.13
00034716	V01817	LSA ASSOCIATES, INC	03/02/2023	\$844.50
00034717	V01657	LYTLE SCREENPRINTING, INC	03/02/2023	\$249.98
00034718	V00123	MANAGEMENT PARTNERS, INC	03/02/2023	\$1,472.50
00034719	V00747	OCEAN BLUE ENVIRONMENTAL SERVICES, INC	03/02/2023	\$590.86
00034720	V03020	PROJECT FINANCE ADVISORY LIMITED	03/02/2023	\$18,915.00
00034721	V00506	REDFLEX TRAFFIC SYSTEMS, INC	03/02/2023	\$32,986.80
00034722	V02975	ROBERT BORDERS & ASSOCIATES	03/02/2023	\$111,596.34
00034723	V02904	SCOTT FAZEKAS & ASSOCIATES, INC.	03/02/2023	\$11,015.68
00034724	V00384	STOMMEL, INC	03/02/2023	\$1,452.84
00034725	V00615	STRAY CAT ALLIANCE	03/02/2023	\$9,655.20
00034726	V00228	SUPERION, LLC	03/02/2023	\$127,324.98
00034727	V00591	U S ARMOR CORP	03/02/2023	\$925.99
00034728	V02748	VCA CODE	03/02/2023	\$39,181.20
00034729	V00035	VERITIV OPERATING COMPANY	03/02/2023	\$2,579.55
00034730	V00828	WEST COAST SAND & GRAVEL	03/02/2023	\$1,488.53
00034731	V00202	WIRELESS TELEMATICS, LLC	03/02/2023	\$360.00
00034732	V03009	FAGO, TRAVIS	03/02/2023	\$1,500.00
00685373	V00532	A&A WIPING CLOTH, INC	03/02/2023	\$1,196.25
00685374	V00629	A-1 FENCE COMPANY	03/02/2023	\$1,151.00
00685375	V00573	ALAN'S LAWN AND GARDEN CENTER, INC	03/02/2023	\$14.31
00685376	V00033	AT&T CORP	03/02/2023	\$13,501.80
00685377	V00699	BOYS AND GIRLS CLUB OF GARDEN GROVE, INC	03/02/2023	\$500.00
00685378	V01494	C G LANDSCAPE, INC	03/02/2023	\$1,573.00

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 2, 2023

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

Report Generated on Mar 16, 2023 7:40:54 AM

Page 2

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00685379	V00655	C WELLS PIPELINE MATERIALS, INC	03/02/2023	\$2,827.50
00685380	V00411	CALIFORNIA FUELS & LUBRICANTS	03/02/2023	\$255,688.00
00685381	V02813	CODING MINDS, INC.	03/02/2023	\$69.30
00685382	V00667	CONTINENTAL CONCRETE CUTTING	03/02/2023	\$1,492.00
00685383	V01134	COUNTY OF ORANGE TREAS REV RECOVERY-A/R UNIT	03/02/2023	\$65,195.77
00685384	V00184	DIAMOND ENVIRONMENTAL SERVICES	03/02/2023	\$763.86
00685385	V02729	DUNNS FENCE CO	03/02/2023	\$600.00
00685386	V00233	FACTORY MOTOR PARTS CO BIN 139107	03/02/2023	\$973.77
00685387	V00412	FEDERAL EXPRESS CORP	03/02/2023	\$96.49
00685388	V01379	FIVESTAR RUBBER STAMP ETC, INC	03/02/2023	\$17.38
00685389	V01207	FLEET SERVICES, INC	03/02/2023	\$276.46
00685390	V00686	FRONTIER COMMUNICATIONS	03/02/2023	\$2,739.45
00685391	V01050	HANDY HOSE SERVICES ADVANTAGE HOSE SERVICES, LLC	03/02/2023	\$319.18
00685392	V00711	HILL'S BROS LOCK & SAFE, INC	03/02/2023	\$13.26
00685393	V00135	IMPERIAL SPRINKLER SUPPLY, INC	03/02/2023	\$377.43
00685394	V00182	INFOSEND, INC	03/02/2023	\$6,871.01
00685395	V00719	JAY'S CATERING	03/02/2023	\$777.12
00685396	V00725	KNORR SYSTEMS, INC	03/02/2023	\$358.60
00685397	V00319	LIGHTER THAN AIR BALLOONS	03/02/2023	\$750.38
00685398	V01411	MAGNUM OIL SPREADING, INC	03/02/2023	\$1,603.20
00685399	V00736	MC MASTER-CARR SUPPLY CO	03/02/2023	\$80.67
00685400	V01177	METROLINK TRAINS	03/02/2023	\$777.00
00685401	V00217	MOTOROLA SOLUTIONS, INC	03/02/2023	\$18,469.62
00685402	V00362	NICOLE MYERS	03/02/2023	\$85.05
00685403	V00209	WHJ OCN,IND	03/02/2023	\$615.00
00685404	V00371	OFFICE DEPOT, INC	03/02/2023	\$5,318.18
00685405	V01422	ORANGE COUNTY CLERK-RECORDER'S OFFICE	03/02/2023	\$50.00
00685406	V00560	ORANGE COUNTY FIRE PROTECTION	03/02/2023	\$1,604.08
00685407	V01583	ORANGE COUNTY WINWATER WORKS, INC	03/02/2023	\$43,548.94
00685408	V00764	PETTY CASH - HUMAN RESOURCES	03/02/2023	\$141.47
00685409	V01588	PHAN, DIEM P	03/02/2023	\$447.70
00685410	V00010	PLUMBERS DEPOT, INC	03/02/2023	\$614.14
00685411	V01316	QUINN COMPANY	03/02/2023	\$24.86

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 2, 2023

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

Report Generated on Mar 16, 2023 7:40:54 AM

Page 3

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00685412	V02613	R.S. HUGHES COMPANY INC	03/02/2023	\$3,863.90
00685413	V00396	RADI'S CUSTOM UPHOLSTER	03/02/2023	\$950.00
00685414	V00778	ROSEBURROUGH TOOL, INC	03/02/2023	\$94.01
00685415	V01938	SELF-INSURANCE PLANS DEPT OF INDUSTRIAL RELATIONS	03/02/2023	\$225.00
00685416	V00784	SHOETERIA	03/02/2023	\$121.81
00685417	V00450	SIMPLOT PARTNERS	03/02/2023	\$1,022.24
00685418	V01415	SOCAL AUTO & TRUCK PARTS INC	03/02/2023	\$6,993.39
00685419	V00367	SOUTHERN COMPUTER WAREHOUSE	03/02/2023	\$6,476.34
00685420	V00474	SOUTHERN COUNTIES LUBRICANTS, LLC	03/02/2023	\$1,088.09
00685421	V00160	SOUTHERN COUNTIES OIL COMPANY	03/02/2023	\$35,582.31
00685422	V01784	SOUTHLAND MEDICAL, LLC	03/02/2023	\$331.75
00685423	V00795	SPARKLETTS	03/02/2023	\$294.93
00685424	V00213	STATE INDUSTRIAL PRODUCTS	03/02/2023	\$305.37
00685425	V01447	STEELCRAFT GARDEN GROVE, LP	03/02/2023	\$9,404.90
00685426	V01616	STERICYCLE, INC	03/02/2023	\$669.79
00685427	V03134	SUREFIRE, LLC	03/02/2023	\$2,260.25
00685428	V00475	T-MOBILE USA, INC	03/02/2023	\$200.00
00685429	V01389	THE HOME DEPOT PRO	03/02/2023	\$284.73
00685430	V00528	THE ORANGE COUNTY HUMANE SOCIETY	03/02/2023	\$25,833.33
00685431	V00812	UNIFIRST CORP	03/02/2023	\$1,052.64
00685432	V00815	UNITED RENTALS NORTHWEST, INC	03/02/2023	\$2,047.76
00685433	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	03/02/2023	\$44,859.79
00685434	V00824	WAXIE SANITARY SUPPLY	03/02/2023	\$1,446.38
00685435	V01731	WILLDAN ENGINEERING	03/02/2023	\$8,455.00
00685436	V00582	WOODRUFF, SPRADLIN & SMART, A PROFESSIONAL CORP	03/02/2023	\$37,848.03
00685437	V00115	YORBA LINDA FEED STORE, INC	03/02/2023	\$240.24
			EFT: 27	\$407,438.16
			Check: 65	\$623,475.21
			Total: 92	\$1,030,913.37



City of Garden Grove
Certificate of Warrants
Register Dates:
03/08/2023

This is to certify the demands covered by EFT numbers 00034733 through 00034775, and check numbers 00685438 through 00685608 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: Warrant number 685548 has been voided

Finance Director
Patricia Song

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Mar 3, 2023 and Mar 8, 2023
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Mar 17, 2023 10:42:56 AM

Page 1

AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00034733	V03075	A3 COMMUNICATIONS, INC.	03/08/2023	\$76,161.35
00034734	V02878	ADMIRAL PEST CONTROL, INC.	03/08/2023	\$654.00
00034735	V02837	ALLIED UNIVERSAL SECURITY SERVICES	03/08/2023	\$53,862.70
00034736	V01479	AMAZON WEB SERVICES, INC	03/08/2023	\$3,885.01
00034737	V00657	CALIF FORENSIC PHLEBOTOMY, INC	03/08/2023	\$1,432.73
00034738	V00224	CDW-GOVERNMENT, INC	03/08/2023	\$358.81
00034739	V02708	CHC: CREATING HEALTHIER COMMUNITIES	03/08/2023	\$45.00
00034740	V02986	CRIME POINT, INC	03/08/2023	\$47,883.61
00034741	V00672	CRON & ASSOCIATES TRANSCRIPTION, INC	03/08/2023	\$1,123.65
00034742	V00281	DAVIS FARR, LLP	03/08/2023	\$53,650.00
00034743	V00259	DTNTECH MARKETING	03/08/2023	\$852.60
00034744	V00679	ENTERPRISE FLEET MGMT, INC	03/08/2023	\$6,133.64
00034745	V01305	FLEMING ENVIRONMENTAL, INC	03/08/2023	\$825.00
00034746	OTV000879	GARDEN GROVE POLICE ASSOCIATION	03/08/2023	\$17,532.90
00034747	V02707	GARDEN GROVE POLICE ASSOCIATION PAC	03/08/2023	\$3,590.00
00034748	V00218	GRAINGER	03/08/2023	\$3,284.85
00034749	V00703	GRANICUS, LLC	03/08/2023	\$18,881.68
00034750	V00713	HOTSY OF SOUTHERN CALIFORNIA	03/08/2023	\$266.76
00034751	V00716	INTERVAL HOUSE	03/08/2023	\$21,490.56
00034752	V01286	JTB SUPPLY CO, INC	03/08/2023	\$1,036.39
00034753	V01657	LYTLE SCREENPRINTING, INC	03/08/2023	\$334.03
00034754	V03050	MAYER PRINTERS	03/08/2023	\$631.80
00034755	V02866	MIND OC	03/08/2023	\$180,283.51
00034756	V00082	NFINIT	03/08/2023	\$933.62
00034757	V03089	NOBEL SYSTEMS, INC.	03/08/2023	\$14,000.00
00034758	V00747	OCEAN BLUE ENVIRONMENTAL SERVICES, INC	03/08/2023	\$1,023.00
00034759	V02706	ORANGE COUNTY EMPLOYEES ASSOCIATION	03/08/2023	\$3,341.97
00034760	V02870	PLACEWORKS, INC.	03/08/2023	\$1,708.75
00034761	V00401	REPUBLIC WASTE SERVICES OF SO CALIFORNIA, LLC	03/08/2023	\$9,823.33
00034762	V02967	SIERRA ANALYTICAL LABS, INC	03/08/2023	\$4,147.98
00034763	V03143	SILICON FORENSICS INC	03/08/2023	\$4,999.24
00034764	V00615	STRAY CAT ALLIANCE	03/08/2023	\$13,034.52
00034765	V00228	SUPERION, LLC	03/08/2023	\$3,018.75

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Mar 3, 2023 and Mar 8, 2023
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Mar 17, 2023 10:42:56 AM

Page 2

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00034766	V02913	TOWNER FILTRATION	03/08/2023	\$15,511.56
00034767	V00591	U S ARMOR CORP	03/08/2023	\$4,220.87
00034768	V02803	VALLEY MAINTENANCE CORP.	03/08/2023	\$11,846.00
00034769	V02869	VOVINAM VIET VO DAO FEDERATION OF WESTERN US	03/08/2023	\$103.00
00034770	V00257	WEST GROVE VOLLEYBALL, LLC	03/08/2023	\$1,927.86
00034771	V01474	WEX BANK	03/08/2023	\$1,782.97
00034772	V03066	WRENCH REBEL COLLISION, LLC	03/08/2023	\$4,026.71
00034773	V03009	FAGO, TRAVIS	03/08/2023	\$600.00
00034774	V03095	PADILLA SMYTH & ASSOCIATES, LLC	03/08/2023	\$350.00
00034775	V02089	SHANNON WAINWRIGHT	03/08/2023	\$553.85
00685438	V00280	ACA COMPLIANCE SERVICES, INC	03/08/2023	\$3,385.34
00685439	V01122	ADVANCED CAR CARE, INC	03/08/2023	\$9,194.75
00685440	V00573	ALAN'S LAWN AND GARDEN CENTER, INC	03/08/2023	\$39.32
00685441	V00635	ALL CITY MANAGEMENT SERVICES, INC	03/08/2023	\$12,079.80
00685442	OTV002044	RAMONA ROSEANNE ALVAREZ	03/08/2023	\$89.00
00685443	OTV002462	AMERICAN WRECKING INC.	03/08/2023	\$2,053.00
00685444	V00514	AMTECH ELEVATOR SERVICES	03/08/2023	\$903.42
00685445	V00639	ANAHEIM HOUSING AUTHORITY COMMUNITY DEV	03/08/2023	\$750.00
00685446	V00647	ANTHONY BIRMINGHAM WINDOW CLEANING	03/08/2023	\$1,426.00
00685447	V00641	AQUA-METRIC SALES CO	03/08/2023	\$16,687.25
00685448	OTV002200	ZHANNA ARUTYUNOVA	03/08/2023	\$13.00
00685449	V01162	SONIA LISA ASENCIO	03/08/2023	\$10.00
00685450	V00864	ASSOCIATED SOILS ENGINEERING, INC	03/08/2023	\$6,595.00
00685451	V00145	AUTONATION FORD TUSTIN	03/08/2023	\$4,620.88
00685452	OTV002648	AVT TRANSIT CORPORATION	03/08/2023	\$71.50
00685453	V01152	B L WALLACE DISTRIBUTOR, INC	03/08/2023	\$535.43
00685454	OTV002581	FARZANA BANIKZAI	03/08/2023	\$11.00
00685455	V00645	BARR AND CLARK, INC	03/08/2023	\$700.00
00685456	V03149	BE KING, INC	03/08/2023	\$950.00
00685457	OTV002250	HENRY THANG BUI	03/08/2023	\$14.00
00685458	OTV001837	PHUONG BUI	03/08/2023	\$110.00
00685459	V00655	C WELLS PIPELINE MATERIALS, INC	03/08/2023	\$3,403.34
00685460	V01169	CACEO	03/08/2023	\$100.00
00685461	V00660	CAMERON WELDING SUPPLY	03/08/2023	\$288.32

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Mar 3, 2023 and Mar 8, 2023
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Mar 17, 2023 10:42:56 AM

Page 3

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00685462	OTV002658	MINH CAO	03/08/2023	\$4,000.00
00685463	OTV002582	MARICELA CARDENAS-CORDOVA	03/08/2023	\$134.00
00685464	OTV002405	CHRISTOPHER MICHAEL CASEY	03/08/2023	\$117.00
00685465	OTV002647	ANDREW CHANG	03/08/2023	\$73.50
00685466	V00534	CHEM PRO LABORATORY, INC	03/08/2023	\$1,254.00
00685467	V00654	CLEA CALIF LAW ENFORCEMENT ASSOC	03/08/2023	\$3,534.00
00685468	V00579	COASTLINE EQUIPMENT	03/08/2023	\$871.05
00685469	V00667	CONTINENTAL CONCRETE CUTTING	03/08/2023	\$2,910.00
00685470	OTV002645	KRISTINA CORNETT	03/08/2023	\$2,500.00
00685471	OTV002651	DEPT AG COMMISSIONER-WTS & MEASURE COUNTY OF L.A.	03/08/2023	\$126.99
00685472	V01134	COUNTY OF ORANGE TREAS REV RECOVERY-A/R UNIT	03/08/2023	\$32,322.50
00685473	V02040	CPRS NPSI	03/08/2023	\$715.00
00685474	V02871	DBS ADMINISTRATORS, INC.	03/08/2023	\$7,107.84
00685475	V01536	DDT CORP	03/08/2023	\$691.07
00685476	OTV002255	ELIZABETH ASCENCION DE LA CRUZ	03/08/2023	\$133.00
00685477	V00184	DIAMOND ENVIRONMENTAL SERVICES	03/08/2023	\$271.28
00685478	V02200	DIANA LING CHEN	03/08/2023	\$9.00
00685479	OTV002653	VINH QUANG DINH	03/08/2023	\$32.00
00685480	OTV002202	BRUCE LEE DUANGMALA	03/08/2023	\$10.00
00685481	V01292	EBERHARD EQUIPMENT	03/08/2023	\$772.13
00685482	V03038	EFI GLOBAL, INC.	03/08/2023	\$6,750.00
00685483	V00684	EXPERIAN INFO SOLUTIONS, INC	03/08/2023	\$78.00
00685484	V00233	FACTORY MOTOR PARTS CO BIN 139107	03/08/2023	\$1,431.96
00685485	V00623	FAIR HOUSING FOUNDATION	03/08/2023	\$2,701.55
00685486	V00412	FEDERAL EXPRESS CORP	03/08/2023	\$89.43
00685487	V00829	FERGUSON ENTERPRISES, INC 1350	03/08/2023	\$489.49
00685488	V00392	FIVE STAR TAEKWONDO	03/08/2023	\$163.20
00685489	V01379	FIVESTAR RUBBER STAMP ETC, INC	03/08/2023	\$36.41
00685490	V01207	FLEET SERVICES, INC	03/08/2023	\$403.11
00685491	V00009	FORENSIC NURSE SPECIALISTS, INC	03/08/2023	\$1,200.00
00685492	V02257	FRANCHISE TAX BOARD	03/08/2023	\$60.00
00685493	V00686	FRONTIER COMMUNICATIONS	03/08/2023	\$1,404.97
00685494	V00143	FRYE SIGN CO	03/08/2023	\$985.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Mar 3, 2023 and Mar 8, 2023
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Mar 17, 2023 10:42:56 AM

Page 4

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00685495	V00054	GALLS LLC	03/08/2023	\$10,135.42
00685496	V01318	GEORGE YARDLEY COMPANY	03/08/2023	\$908.69
00685497	OTV002404	BRYAN D GILMORE	03/08/2023	\$89.00
00685498	V00588	GMS AUTOGLASS	03/08/2023	\$289.69
00685499	V01746	GMU GEOTECHNICAL, INC	03/08/2023	\$15,926.25
00685500	OTV002254	DEBBIE GONZALES	03/08/2023	\$7.00
00685501	OTV002506	IESHA LINETTE GONZALEZ SALAZAR	03/08/2023	\$16.00
00685502	OTV002641	STEVE GRAND	03/08/2023	\$610.00
00685503	V00706	HAAKER EQUIPMENT COMPANY	03/08/2023	\$24,990.75
00685504	V02116	HABITAT FOR HUMANITY OF ORANGE COUNTY, INC.	03/08/2023	\$5,973.08
00685505	OTV001961	PAUL ST JOHN HARDIE	03/08/2023	\$78.00
00685506	OTV002004	ROBERT JAMES HARVEY	03/08/2023	\$36.00
00685507	OTV002201	BRIAN ANTHONY HILDBRAND SR	03/08/2023	\$26.00
00685508	V00711	HILL'S BROS LOCK & SAFE, INC	03/08/2023	\$1,421.32
00685509	OTV002652	ALAN HO	03/08/2023	\$36.00
00685510	OTV002507	THOMAS JEFFREY HURST	03/08/2023	\$91.00
00685511	V00135	IMPERIAL SPRINKLER SUPPLY, INC	03/08/2023	\$1,719.12
00685512	V00531	IRV SEAVER MOTORCYCLES	03/08/2023	\$2,211.65
00685513	V00717	J & M SERVICE, INC	03/08/2023	\$76.56
00685514	OTV002646	LIYAN JIN	03/08/2023	\$2,500.00
00685515	OTV001154	JOHN PAUL ZEMPOALTECA	03/08/2023	\$45.00
00685516	V00720	JOHNSTONE SUPPLY	03/08/2023	\$793.04
00685517	V00435	LANGUAGE LINE SERVICES	03/08/2023	\$55.46
00685518	OTV002584	BETHANY RACHEL LARSON	03/08/2023	\$32.00
00685519	V00728	LAWSON PRODUCTS, INC	03/08/2023	\$678.03
00685520	OTV001999	ANH THI LE	03/08/2023	\$29.00
00685521	V02341	THAIHIEN DINHPHUONG LE	03/08/2023	\$55.00
00685522	V01563	LIFE-ASSIST, INC	03/08/2023	\$1,217.14
00685523	V02045	LIGHTSTYLES BY LIGHT BULBS ETC	03/08/2023	\$941.88
00685524	OTV002203	COLLEEN DANIELLE LOGAN	03/08/2023	\$99.00
00685525	V00321	DAWNA LUDWIG	03/08/2023	\$287.28
00685526	V00736	MC MASTER-CARR SUPPLY CO	03/08/2023	\$58.98
00685527	OTV002632	MONARCH CONSULTING - WLCE	03/08/2023	\$978.00
00685528	OTV002327	SUN YEONG MOON	03/08/2023	\$17.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Mar 3, 2023 and Mar 8, 2023
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Mar 17, 2023 10:42:56 AM

Page 5

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00685529	V00848	MRI SOFTWARE LLC	03/08/2023	\$175.00
00685530	V01218	MSC INDUSTRIAL SUPPLY CO, INC	03/08/2023	\$52.98
00685531	V01604	MULTIRIVER STUDIOS, LLC WESTMINSTER ARTS ACADEMY	03/08/2023	\$234.20
00685532	OTV002643	BASIL MURAD	03/08/2023	\$2,500.00
00685533	V02126	NANCY TANG	03/08/2023	\$3,000.00
00685534	V01280	NATIONAL CREDIT REPORTING	03/08/2023	\$139.50
00685535	OTV002639	ELISE NGUYEN	03/08/2023	\$1,000.00
00685536	OTV002642	MARTIN K NGUYEN	03/08/2023	\$1,000.00
00685537	OTV002656	PHUONG TUYET NGUYEN	03/08/2023	\$177.00
00685538	OTV002640	PHUONG VIEN NGUYEN	03/08/2023	\$2,500.00
00685539	OTV002649	STEVE T NGUYEN	03/08/2023	\$105.26
00685540	OTV002661	THACH NGUYEN	03/08/2023	\$1,000.00
00685541	OTV002505	THUY NGUYEN	03/08/2023	\$12.00
00685542	OTV002199	TUYET NGOC NGUYEN	03/08/2023	\$60.00
00685543	OTV002659	VINH NGUYEN	03/08/2023	\$1,000.00
00685544	OTV001893	ANGELICA MARIA NIEVES	03/08/2023	\$25.00
00685545	V00459	O'REILLY AUTO PARTS	03/08/2023	\$4,492.17
00685546	OTV002043	LYNDA OAKLEY-HARE	03/08/2023	\$30.00
00685547	V00551	OC HOUSING AUTHORITY	03/08/2023	\$7,050.00
00685549	V01085	OC HUMAN RELATIONS COUNCIL	03/08/2023	\$8,031.00
00685550	V00209	WHJ OCN,IND	03/08/2023	\$1,235.00
00685551	V00291	ONESOURCE DISTRIBUTORS, LLC	03/08/2023	\$82.78
00685552	V01422	ORANGE COUNTY CLERK-RECORDER'S OFFICE	03/08/2023	\$100.00
00685553	V01583	ORANGE COUNTY WINWATER WORKS, INC	03/08/2023	\$5,128.27
00685554	V00598	PARKWOOD LANDSCAPE MAINTENANCE, INC	03/08/2023	\$13,552.25
00685555	V00770	PROACTIVE CONSULTING GROUP, LLC	03/08/2023	\$11,200.00
00685556	V02613	R.S. HUGHES COMPANY INC	03/08/2023	\$565.50
00685557	V02618	R3 CONSULTING GROUP	03/08/2023	\$3,040.00
00685558	OTV002650	BENIAMIN RACHI	03/08/2023	\$1,000.00
00685559	OTV002654	MARIELA Y DIAZ RAMIREZ	03/08/2023	\$46.00
00685560	OTV000693	CASSANDRA MARIE RAZO	03/08/2023	\$103.00
00685561	V00163	RETAIL MARKETING SERVICES INC	03/08/2023	\$2,083.00
00685562	OTV001898	PATRICIA PENA RODRIGUEZ	03/08/2023	\$70.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Mar 3, 2023 and Mar 8, 2023
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Mar 17, 2023 10:42:56 AM

Page 6

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00685563	V03127	LAURA ANN ROGERS	03/08/2023	\$237.82
00685564	OTV001839	EDGAR ROMAN	03/08/2023	\$43.00
00685565	OTV002406	DAVID DONALD ROOTEN	03/08/2023	\$120.00
00685566	V02896	SANTA ANA BLUE PRINT/SABP	03/08/2023	\$315.15
00685567	V01497	SC SIGNS & SUPPLIES LLC	03/08/2023	\$373.89
00685568	OTV002481	MICHAL ALFRED SCOTT JR	03/08/2023	\$89.00
00685569	OTV002655	MELINDA KAY SEAMAN	03/08/2023	\$36.00
00685570	V00788	SOUTH COAST AQMD	03/08/2023	\$2,299.60
00685571	V01061	SOUTHERN CALIFORNIA EDISON	03/08/2023	\$1,700.28
00685572	V00367	SOUTHERN COMPUTER WAREHOUSE	03/08/2023	\$15,127.16
00685573	V00474	SOUTHERN COUNTIES LUBRICANTS, LLC	03/08/2023	\$1,793.50
00685574	V00160	SOUTHERN COUNTIES OIL COMPANY	03/08/2023	\$34,411.57
00685575	V00795	SPARKLETTS	03/08/2023	\$86.48
00685576	V01119	STANDARD INSURANCE CO RAS EXECUTIVE BENEFITS	03/08/2023	\$761.52
00685577	V01199	STANDARD INSURANCE COMPANY 00 643061 0001	03/08/2023	\$24,609.99
00685578	V00213	STATE INDUSTRIAL PRODUCTS	03/08/2023	\$1,923.84
00685579	V00570	STRADLING, YOCCA,CARLSON & RAUTH	03/08/2023	\$8,086.25
00685580	OTV001742	LEONOR HERNANDEZ SUAREZ	03/08/2023	\$64.00
00685581	V00364	SUNBELT RENTALS	03/08/2023	\$2,709.56
00685582	OTV002477	FRANK DELANO SWIFT	03/08/2023	\$64.00
00685583	OTV002660	KENNY THAI	03/08/2023	\$1,000.00
00685584	V00528	THE ORANGE COUNTY HUMANE SOCIETY	03/08/2023	\$565.00
00685585	OTV001857	JENNIFER D. TILZER	03/08/2023	\$20.00
00685586	OTV001855	DE TON	03/08/2023	\$1,000.00
00685587	V01206	TOPAZ ALARM CORP	03/08/2023	\$75.00
00685588	OTV002480	SALLY TORRES	03/08/2023	\$45.00
00685589	V00597	TOTAL COMPENSATION SYSTEMS, INC	03/08/2023	\$1,957.50
00685590	OTV001694	DUNG KIM TRAN	03/08/2023	\$102.00
00685591	V01123	TRANSAMERICA EMPLOYEE BENEFITS	03/08/2023	\$3,622.52
00685592	OTV002504	LAN TRINH	03/08/2023	\$13.00
00685593	V02019	MY-NGOC THI TRINH	03/08/2023	\$13.00
00685594	OTV001476	PAUL TRINH	03/08/2023	\$1,000.00
00685595	V00809	TURBO DATA SYSTEMS, INC	03/08/2023	\$6,579.83

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Mar 3, 2023 and Mar 8, 2023
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Mar 17, 2023 10:42:56 AM

Page 7

Check	Vendor #	Vendor Name	Issue Date	Check Amount	
00685596	V00811	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	03/08/2023	\$431.75	
00685597	V00812	UNIFIRST CORP	03/08/2023	\$989.80	
00685598	V00814	UNITED PARCEL SERVICE	03/08/2023	\$58.11	
00685599	V00818	VASILJ, INC	03/08/2023	\$349.64	
00685600	V01948	RENEE LYNN VICTOR	03/08/2023	\$31.00	
00685601	V01075	VIET BAO DAILY, INC	03/08/2023	\$200.00	
00685602	OTV002407	DEASIRAY ERICA WADE	03/08/2023	\$125.00	
00685603	V00527	WALTERS WHOLESALE ELECTRIC	03/08/2023	\$255.04	
00685604	V00824	WAXIE SANITARY SUPPLY	03/08/2023	\$659.38	
00685605	OTV002657	JENNY WEN	03/08/2023	\$500.00	
00685606	V00564	WEST COUNTY TIRE & AUTO, INC	03/08/2023	\$1,077.25	
00685607	OTV001921	KIMBERLY WEST	03/08/2023	\$44.00	
00685608	V00582	WOODRUFF, SPRADLIN & SMART, A PROFESSIONAL CORP	03/08/2023	\$18,305.05	
			EFT:	43	\$591,154.56
			Check:	170	\$414,497.56
			Total:	213	\$1,005,652.12



City of Garden Grove
Certificate of Warrants
Register Dates:
3/15/2023

This is to certify the demands covered by Wire numbers 00001515 through 00001546, EFT numbers 00034776 through 00034804, and check numbers 00685609 through 00685731 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note:

Finance Director
Patricia Song

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Mar 9, 2023 and Mar 15, 2023
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Mar 16, 2023 8:05:17 AM

Page 1

AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00001515	V02724	DEPARTMENT OF THE TREA	03/15/2023	\$340,207.37
00001516	V01375	EMPLOYMENT DEVELOPMENT	03/15/2023	\$106,073.93
00001517	V02725	EMPOWER RETIREMENT, LL	03/15/2023	\$118,842.78
00001518	V02152	EXPERT PAY CHILD SUPPO	03/15/2023	\$2,456.30
00001519	V02091	MARYLAND CHILD SUPPORT	03/15/2023	\$343.38
00001520	V00732	THE LINCOLN NATIONAL L	03/15/2023	\$7,516.82
00001521	V01539	DELTA DENTAL OF CALIFO	03/15/2023	\$26,254.13
00001522	V01539	DELTA DENTAL OF CALIFO	03/15/2023	\$2,703.54
00001523	V02087	DELTA CARE USA	03/15/2023	\$5,516.96
00001524	V01539	DELTA DENTAL OF CALIFO	03/15/2023	\$2,741.22
00001525	V00541	MUNICIPAL WATER DISTRI	03/15/2023	\$60,930.36
00001526	V01596	PUBLIC EMPLOYEES' RETI	03/15/2023	\$679,022.42
00001527	V00732	THE LINCOLN NATIONAL L	03/15/2023	\$8,883.36
00001528	V00732	THE LINCOLN NATIONAL L	03/15/2023	\$7,399.22
00001529	V00691	CITY OF GARDEN GROVE-W	03/15/2023	\$286,114.31
00001530	V01545	CITY OF GARDEN GROVE-L	03/15/2023	\$41,486.07
00001531	V01596	PUBLIC EMPLOYEES' RETI	03/15/2023	\$4,500.00
00001532	V01478	ANAHEIM ORANGE COUNTY	03/15/2023	\$153,678.85
00001533	V01478	ANAHEIM ORANGE COUNTY	03/15/2023	\$121,704.61
00001534	V02036	US BANK TRUST NA	03/15/2023	\$22,800.00
00001535	V02036	US BANK TRUST NA	03/15/2023	\$380,748.57
00001536	V02036	US BANK TRUST NA	03/15/2023	\$697,247.74
00001537	V01596	PUBLIC EMPLOYEES' RETI	03/15/2023	\$15.38
00001538	V01579	ORANGE COUNTY FIRE AUT	03/15/2023	\$2,089,073.58
00001539	V00620	COUNTY OF ORANGE	03/15/2023	\$18,926,967.33
00001540	V02088	VISION SERVICE PLAN -	03/15/2023	\$8,020.08
00001541	V00789	SO CALIF EDISON CO	03/15/2023	\$384.14
00001542	V00789	SO CALIF EDISON CO	03/15/2023	\$8,276.32
00001543	V00789	SO CALIF EDISON CO	03/15/2023	\$13.91
00001544	V00792	SO CALIF GAS CO	03/15/2023	\$386.67
00001545	V00789	SO CALIF EDISON CO	03/15/2023	\$3,135.08
00001546	V00805	TIME WARNER CABLE	03/15/2023	\$2,922.43
00034776	V00093	ABSOLUTE INTERNATIONAL SECURITY	03/15/2023	\$610.68

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Mar 9, 2023 and Mar 15, 2023
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Mar 16, 2023 8:05:17 AM

Page 2

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00034777	V00175	CALIFORNIA YELLOW CAB	03/15/2023	\$11,031.25
00034778	V00224	CDW-GOVERNMENT, INC	03/15/2023	\$2,155.18
00034779	V01036	CITIBANK %CITIGROUP	03/15/2023	\$3,900.79
00034780	V00718	DANGELO CO (JWD ANGELO CO INC)	03/15/2023	\$2,600.51
00034781	V00259	DTNTECH MARKETING	03/15/2023	\$138.11
00034782	V00103	GARDEN GROVE AUTOMOTIVE	03/15/2023	\$2,000.00
00034783	V01546	GEOCON WEST, INC	03/15/2023	\$2,010.00
00034784	V00218	GRAINGER	03/15/2023	\$1,213.81
00034785	V01391	INTELEPEER CLOUD COMMUNICATIONS, LLC	03/15/2023	\$2,249.79
00034786	V00722	KEYSER/MARSTON ASSOCIATES, INC	03/15/2023	\$2,700.00
00034787	V00356	LA OPINION, EL DIARIO, LA RAZA, LA OPINION DE LA	03/15/2023	\$860.00
00034788	V03000	LANCE, SOLL & LUNGHARD LLP	03/15/2023	\$1,980.00
00034789	V03069	NV5, INC	03/15/2023	\$55,666.00
00034790	V02205	OCAPICA	03/15/2023	\$5,578.03
00034791	V00747	OCEAN BLUE ENVIRONMENTAL SERVICES, INC	03/15/2023	\$1,034.88
00034792	V00425	PETDATA	03/15/2023	\$1,796.80
00034793	V02903	PRESENTATION FOLDER, INC	03/15/2023	\$350.00
00034794	V00230	SCHAFFER CONSULTING, INC	03/15/2023	\$2,437.50
00034795	V00261	STRICTLY TECHNOLOGY, LLC	03/15/2023	\$3,695.29
00034796	V02539	THE SOLIS GROUP	03/15/2023	\$444.00
00034797	V01458	TOYOTA OF GARDEN GROVE	03/15/2023	\$7,000.00
00034798	V00591	U S ARMOR CORP	03/15/2023	\$920.19
00034799	V00035	VERITIV OPERATING COMPANY	03/15/2023	\$29.36
00034800	V00826	WEST COAST ARBORISTS, INC	03/15/2023	\$20,068.50
00034801	V01469	WEST YOST ASSOCIATES, INC.	03/15/2023	\$18,768.68
00034802	V01729	WESTERN PROPANE SERVICES, INC	03/15/2023	\$68.73
00034803	V00202	WIRELESS TELEMATICS, LLC	03/15/2023	\$360.00
00034804	V03139	ZENCITY TECHNOLOGIES US INC.	03/15/2023	\$31,000.00
00685609	V01502	AGRI-TURF DISTRIBUTING	03/15/2023	\$633.25
00685610	OTV002676	AMANDA JUPITER AGUNDEZ	03/15/2023	\$27.00
00685611	V00573	ALAN'S LAWN AND GARDEN CENTER, INC	03/15/2023	\$270.92
00685612	V00635	ALL CITY MANAGEMENT SERVICES, INC	03/15/2023	\$12,079.80
00685613	V00640	ANGELUS QUARRIES, INC	03/15/2023	\$492.64
00685614	V03021	ARDURRA GROUP, INC.	03/15/2023	\$30,003.55

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Mar 9, 2023 and Mar 15, 2023
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Mar 16, 2023 8:05:17 AM

Page 3

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00685615	V00145	AUTONATION FORD TUSTIN	03/15/2023	\$1,363.06
00685616	V00179	BC TRAFFIC SPECIALIST	03/15/2023	\$2,262.00
00685617	V00091	BEGINNERS EDGE SPORTS TRAINING, LLC	03/15/2023	\$1,771.01
00685618	OTV002681	THANH BINH	03/15/2023	\$1,000.00
00685619	OTV002679	LANIEE BROUGHMAN	03/15/2023	\$250.00
00685620	V00649	BROWNELLS, INC	03/15/2023	\$182.41
00685621	H4756	TAN H BUI	03/15/2023	\$1,460.00
00685622	V00660	CAMERON WELDING SUPPLY	03/15/2023	\$258.31
00685623	V00554	CARL WARREN & CO	03/15/2023	\$450.00
00685624	V00664	CIVILTEC ENGINEERING, INC	03/15/2023	\$1,662.50
00685625	V00579	COASTLINE EQUIPMENT	03/15/2023	\$1,157.30
00685626	V00667	CONTINENTAL CONCRETE CUTTING	03/15/2023	\$3,432.00
00685627	V00011	CORE AND MAIN, LP	03/15/2023	\$29.15
00685628	OTV002670	TRAN H DANG	03/15/2023	\$200.73
00685629	V01183	DEPARTMENT OF JUSTICE	03/15/2023	\$597.00
00685630	V00184	DIAMOND ENVIRONMENTAL SERVICES	03/15/2023	\$1,523.51
00685631	V01367	DIGITAL SCEPTER CORPORATION	03/15/2023	\$2,532.00
00685632	OTV002672	DINO X PLACE LLC	03/15/2023	\$17.77
00685633	V01541	DISNEYLAND RESORT	03/15/2023	\$10,360.00
00685634	V01089	DISPENSING TECHNOLOGY CORP	03/15/2023	\$4,905.16
00685635	V00336	EXCLUSIVE AUTO DETAIL	03/15/2023	\$468.00
00685636	V00022	EXTRA PACKAGING, LLC	03/15/2023	\$80.85
00685637	V00233	FACTORY MOTOR PARTS CO BIN 139107	03/15/2023	\$473.30
00685638	OTV002684	KELLY FARRIS	03/15/2023	\$232.00
00685639	V00276	FG SOLUTIONS, LLC	03/15/2023	\$2,250.14
00685640	V00229	FIS ACCOUNTING DEPT	03/15/2023	\$88,035.31
00685641	V01379	FIVESTAR RUBBER STAMP ETC, INC	03/15/2023	\$61.96
00685642	V00143	FRYE SIGN CO	03/15/2023	\$990.00
00685643	V00054	GALLS LLC	03/15/2023	\$2,334.08
00685644	OTV002668	ZOE GARCIA	03/15/2023	\$2.96
00685645	V00690	GARDEN GROVE CHAMBER OF COMMERCE	03/15/2023	\$2,500.00
00685646	V01382	GARDEN GROVE NISSAN, LP	03/15/2023	\$2,500.00
00685647	V00696	GARDEN GROVE UNIFIED SCHOOL DIST	03/15/2023	\$500.00
00685648	V00588	GMS AUTOGLASS	03/15/2023	\$265.11

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Mar 9, 2023 and Mar 15, 2023
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Mar 16, 2023 8:05:17 AM

Page 4

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00685649	V00097	GOLDENWEST LAWNMOWERS & SCOOTERS	03/15/2023	\$46.33
00685650	V00702	GRAFFITI PROTECTIVE COATINGS, INC	03/15/2023	\$59,904.00
00685651	V01386	GREEN HALO SYSTEMS	03/15/2023	\$273.00
00685652	OTV002685	OSIRIS HEREDIA	03/15/2023	\$232.00
00685653	V00503	HF&H CONSULTANTS, LLC	03/15/2023	\$20,388.25
00685654	V00711	HILL'S BROS LOCK & SAFE, INC	03/15/2023	\$425.72
00685655	V02308	HIRSCH PIPE & SUPPLY CO. INC	03/15/2023	\$332.75
00685656	V03036	JANET K. HOLGUIN	03/15/2023	\$350.00
00685657	V00034	HOME DEPOT CREDIT SERVICES	03/15/2023	\$5,801.58
00685658	OTV002683	CASSEY L HUBBARD	03/15/2023	\$53.00
00685659	V00135	IMPERIAL SPRINKLER SUPPLY, INC	03/15/2023	\$1,365.14
00685660	V00182	INFOSEND, INC	03/15/2023	\$9,059.18
00685661	V00012	INNER-TITE CORP	03/15/2023	\$222.22
00685662	V00683	JOHN B EWLES, INC	03/15/2023	\$9,250.00
00685663	V00220	LABSOURCE, INC	03/15/2023	\$5,952.98
00685664	OTV002686	SANTIAGO LARRERA	03/15/2023	\$1,000.00
00685665	V00728	LAWSON PRODUCTS, INC	03/15/2023	\$4.75
00685666	OTV002667	CHRISTINE LE	03/15/2023	\$59.04
00685667	V01407	TIFFANY LE	03/15/2023	\$2,642.00
00685668	V00769	LEGAL SHIELD	03/15/2023	\$1,301.50
00685669	V01563	LIFE-ASSIST, INC	03/15/2023	\$948.74
00685670	V00555	LIFECOM, INC	03/15/2023	\$65.00
00685671	OTV002638	ISAAC LOPEZ	03/15/2023	\$15.21
00685672	OTV002637	LUDEN LLC	03/15/2023	\$7.93
00685673	OTV002677	ARTURO RAMOS LUEVANOS	03/15/2023	\$1,000.00
00685674	H4820	VIVIAN Q LUU	03/15/2023	\$1,883.00
00685675	V01411	MAGNUM OIL SPREADING, INC	03/15/2023	\$890.66
00685676	OTV002678	DIANA MARTINEZ	03/15/2023	\$200.00
00685677	V00736	MC MASTER-CARR SUPPLY CO	03/15/2023	\$474.46
00685678	V00737	MERCHANTS BLDG MAINT, LLC	03/15/2023	\$2,798.32
00685679	V00270	MONTROSE ENVIRONMENTAL SOLUTIONS	03/15/2023	\$7,464.35
00685680	V00905	MELISSA MURPHY	03/15/2023	\$2,000.00
00685681	V00219	NAHRO	03/15/2023	\$3,702.46
00685682	OTV002666	STEVE NGO	03/15/2023	\$10.66

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Mar 9, 2023 and Mar 15, 2023
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Mar 16, 2023 8:05:17 AM

Page 5

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00685683	OTV002636	TOAN NGO	03/15/2023	\$104.97
00685684	OTV002675	LANG NGUYEN	03/15/2023	\$42.37
00685685	OTV002674	LARRY NGUYEN	03/15/2023	\$69.87
00685686	H00175	NAM V NGUYEN	03/15/2023	\$1,271.00
00685687	OTV002662	TONY NGUYEN	03/15/2023	\$36.61
00685688	OTV002669	TU NGUYEN	03/15/2023	\$38.31
00685689	OTV002671	VY NGUYEN	03/15/2023	\$19.76
00685690	V00459	O'REILLY AUTO PARTS	03/15/2023	\$36.04
00685691	V00209	WHJ OCN,IND	03/15/2023	\$360.00
00685692	V01580	OCTAVIO RUBEN RODRIGUEZ	03/15/2023	\$1,760.00
00685693	V00375	OLD GROVE AUTO	03/15/2023	\$2,764.00
00685694	V01649	ORANGE COUNTY TRANSIT AUTHORITY	03/15/2023	\$3,897.14
00685695	OTV002664	TAYLOR OWENS	03/15/2023	\$19.76
00685696	OTV002682	ANGELO PAZMINO	03/15/2023	\$1,000.00
00685697	OTV002665	UYEN PHAM	03/15/2023	\$49.80
00685698	V00767	POSTMASTER	03/15/2023	\$290.00
00685699	V00744	R J NOBLE COMPANY	03/15/2023	\$301,316.25
00685700	V02840	RECESS REVOLUTION	03/15/2023	\$750.00
00685701	V01468	RESOURCE BUILDING MATERIALS	03/15/2023	\$50.46
00685702	OTV002635	LETICIA ROBLES, REYES & SANDOVAL	03/15/2023	\$46.26
00685703	V00199	ROSS CREATIONS DJ	03/15/2023	\$1,195.00
00685704	V00779	S C YAMAMOTO, INC	03/15/2023	\$93.00
00685705	OTV002680	CONCEPCION SALGADO	03/15/2023	\$95.00
00685706	OTV002673	DANIEL SAO	03/15/2023	\$6.11
00685707	V00785	SHRED CONFIDENTIAL, INC	03/15/2023	\$210.00
00685708	OTV002644	ESTHER SOTO- SCHWARTZ	03/15/2023	\$37.17
00685709	V00367	SOUTHERN COMPUTER WAREHOUSE	03/15/2023	\$12,985.47
00685710	V01199	STANDARD INSURANCE COMPANY 00 643061 0001	03/15/2023	\$24,532.33
00685711	V00570	STRADLING, YOCCA,CARLSON & RAUTH	03/15/2023	\$2,755.00
00685712	V02701	T2 UES INC.	03/15/2023	\$21,410.00
00685713	V01389	THE HOME DEPOT PRO	03/15/2023	\$725.74
00685714	V01389	THE HOME DEPOT PRO	03/15/2023	\$3,596.16
00685715	V02881	THOMCO CONSTRUCTION, INC.	03/15/2023	\$25,176.49
00685716	V00804	THOMSON REUTERS- WEST	03/15/2023	\$2,302.96

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Mar 9, 2023 and Mar 15, 2023
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Mar 16, 2023 8:05:17 AM

Page 6

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00685717	V00806	TOXGUARD FLUID TECHNOLOGIES	03/15/2023	\$364.18
00685718	V00809	TURBO DATA SYSTEMS, INC	03/15/2023	\$11,528.03
00685719	V00424	TYLER TECHNOLOGIES, INC	03/15/2023	\$1,041.86
00685720	V00811	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	03/15/2023	\$163.72
00685721	V00812	UNIFIRST CORP	03/15/2023	\$1,006.47
00685722	OTV002663	NANCY VAN NERYNEN	03/15/2023	\$35.02
00685723	V01075	VIET BAO DAILY, INC	03/15/2023	\$350.00
00685724	V01465	VOLKSWAGEN OF GARDEN GROVE	03/15/2023	\$2,500.00
00685725	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	03/15/2023	\$39,683.76
00685726	V00564	WEST COUNTY TIRE & AUTO, INC	03/15/2023	\$1,342.40
00685727	V00827	WESTATES MARKING DEVICES & RUBBER STAMP MFG	03/15/2023	\$159.57
00685728	V00112	WM OF SOUTHERN CALIFORNIA	03/15/2023	\$1,018.00
00685729	V00582	WOODRUFF, SPRADLIN & SMART, A PROFESSIONAL CORP	03/15/2023	\$163.10
00685730	V01208	YO-FIRE SUPPLIES	03/15/2023	\$920.03
00685731	V00836	ZEP SALES & SERVICE	03/15/2023	\$135.31
			EFT: 29	\$182,668.08
			Check: 155	\$24,905,560.35
			Total: 184	\$25,088,228.43

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Craig Beck
Dept.: City Manager/Director Dept.: Community and Economic
Development Department
Subject: Approval of a Preliminary Award Date: 4/11/2023
Letter between the City of Garden
Grove, Garden Grove Housing
Authority, and New Tamerlane, LLC.
(Joint Action Item with the Garden
Grove Housing Authority.)

OBJECTIVE

To request the City Council and Housing Authority consider for approval the proposed "Preliminary Award Letter" between the City of Garden Grove, the Garden Grove Housing Authority, and New Tamerlane, LLC ("Developer"), which will provide Developer an enforceable commitment of housing funds to implement the substantial rehabilitation and reset of affordable housing covenants for 78-unit "New Tamerlane Project."

BACKGROUND

Between 2004 and 2012, the City provided financial assistance to Tamerlane Associates, LLC, ("Prior Owner") to acquire and operate 15 multifamily properties with a total of 78 apartments ("Tamerlane Properties"). Pursuant to 15 separate loan agreements, regulatory agreements, option agreements, and subsequent amendments (together, "Original Tamerlane Agreements"), the City made 15 residual receipts loans to the Prior Owner. Of the 78 units, 60 units were restricted for occupancy by households earning between 50% and 65% of the Orange County area median-income ("AMI") at an affordable rent. The funding sources for the 15 City loans (in whole or part) included CDBG, HOME, HOME Match from the City's General Fund, and Former Agency low to moderate income housing funds.

On October 27, 2022, the Prior Owner sold all of the Tamerlane Properties to the Developer, New Tamerlane, LLC, and the Prior Owner assigned, and Developer assumed, all rights and obligations under all of the Original Tamerlane Agreements. Prior to that sale, the City loans on eight properties had matured and the affordability covenants for 49 of 78 units had expired, so those properties were "at-risk" of conversion to market rate housing. In connection with that sale, on October 11, 2022, the Housing Authority and City approved an "Amendment" affecting all of the Original Tamerlane Agreements by which the maturity dates of those eight City loans and the expired affordability covenants were extended for those 49 of 78 units to December 31, 2025. Further, under the Amendment, Developer and Garden Grove agreed to negotiate in good faith toward the restructure of the City Loans, the scope of the substantial rehabilitation of all properties and improvements, the reset of the affordability period for 55 years, and other terms and conditions for a "New Tamerlane Project".

As stated in the Amendment, Garden Grove has a primary objective to preserve existing affordable housing at-risk of conversion to market rate, and thereby achieve the local, state and federal goals to preserve affordable housing in the community. The Preliminary Award Letter presented to the City Council and

Housing Authority board for consideration and recommended approval would provide Garden Grove's "enforceable financial commitment" in connection with Developer's application to the California Tax Credit Allocation Committee (TCAC) for reservations of state and federal Tax Credits. This TCAC funding reservation, plus investor equity, construction and permanent financing, and Garden Grove's refinancing and additional subsidy will facilitate successful implementation of the New Tamerlane Project.

DISCUSSION

Developer submitted a proposal to Garden Grove detailing the request for an enforceable financial commitment to apply for the Tax Credits and, if awarded, undertake the New Tamerlane Project. This Preliminary Award Letter is required by the Tax Credit Rules and will commit Garden Grove to provide to Developer the new "Garden Grove Loan" comprised of: (a) up to Three Million Six Hundred Forty-Six Thousand Dollars (\$3,646,000) of additional funds sourced (i) fifty percent (50%) from the Low and

Moderate Income Housing Asset Fund ("LMIHAF) and (ii) fifty percent (50%) from the City's Permanent Local Housing Allocation funds ("PLHA"), and/or (b) up to eight (8) Section 8 project-based housing vouchers ("PBVs"), and (c) the restructure of the 15 City Loans in the reset principal amount of \$8,879,321, which Garden Grove Loan cumulatively will be in a principal amount of Twelve Million Five Hundred Nineteen Three Hundred Twenty-One Dollars (\$12,519,321). The new Garden Grove Loan will be a residual receipts loan, subordinate to construction and permanent financing, accrue three percent (3%) simple interest, and have a term up to 58 years. (See Exhibit B.)

Developer retained the services of Partner Engineering to conduct and prepare a Physical Needs Assessment (PNA) of all existing improvements; the PNA report describes the conditions of, and necessary and recommended improvements. Therefore, as a part of the New Tamerlane Project, the substantial rehabilitation will include extensive renovation, interiors and exteriors, of all 15 buildings and all 78 apartments. The scope of work will include, but will not be limited to; interior renovations of every apartment with new kitchen and bathroom upgrades and renovations, interior paint, new flooring, new doors, electrical upgrades, new lighting, HVAC replacement, new electrical and plumbing fixtures and other interior amenities. Major system upgrades will include unit electric subpanels and plumbing re-pipe of all units with new water distribution systems along with hot appliance replacement. Exterior and additional renovations and improvements will include, but not be limited to, re-imagined facades, new roof systems, wood replacement, new windows, exterior paint and stucco, demolition of exiting non-conforming garages and carports, new and reconfigured concrete and paver parking, construction of two ADA compliant laundry rooms, construction of a management office and community room, reconfiguration of drive aisle for ingress and egress, modification of eight (8) existing units to conform to Uniform Federal Accessibility Standards ("UFAS") for accessibility and mobility, and four (4) units designated as communication accessible. Developer's goal is to harmonize the site to create a single, contiguous community by eliminating division between buildings, tying the site together with new ADA-compliant paths of travel, landscape renovation, new patio fencing, reconstructed staircases and landings. At the end of Tamerlane Drive, which is a cul-de-sac street, Developer intends to install a playground that will also serve as an artistic expression embracing the vision of community buildings in addition to various forms or sculpture or mural art. A new reciprocal easement agreement and joint use of amenities agreement will be entered into at the time of closing of construction financing presuming an award of Tax Credits, which ensure the 15 properties operate as a single affordable housing development for the reset 55-year Affordability Period.

Developer intends to preserve and covenant all 78 units as affordable housing for tenant households of Extremely Low, Very Low and Low Income at an Affordable Rent, including the Manager's Unit for a 100% AMI household. Exhibit B to the Preliminary Award Letter has a full-explanation with tables of the "Prescribed Unit Mix" for the New Tamerlane Project. This is an increase of 18 covenanted units as compared to 60 under the Original Tamerlane Agreements; the 55-year Affordability Period will implement

the Amendment and mutual objective to achieve a long-term affordable housing development. Specifically, the Prescribed Unit Mix, Exhibit B, shows income and affordable rent among the 78 units as follows: (a) eight (8) Extremely Low Income units that will comply with LMIHAF requirements; (b) 41 Low Income units (at 60% AMI) per PLHA requirements; and (c) 29 Low Income units (at 65% AMI) with High HOME rent per the applicable Original Regulatory Agreements that will expire during the reset Affordability Period. When those current 65% AMI covenants expire, the units would continue to be restricted as affordable under the TCAC regulatory agreement. (See Exhibit B.) If not for this Preliminary Award Letter and reset 55-year Affordability Period as required by the Tax Credit Rules, LMIHAF and PLHA, many units could convert to market rate as early as December 31, 2025, and other covenants will expire in 2027, 2032, and 2065.

As required by Tax Credit Rules, Developer will assign this Preliminary Award Letter to New Garden Grove Community, LP, of which Affordable Housing Access, Inc., and Kingdom Development, Inc., as co-general partners, to undertake, complete and operate the New Tamerlane Project. Affordable Housing Access, Inc., ("AHANP") is a non-profit public benefit corporation founded in 1999 with a mission to create and preserve quality affordable housing and to empower low income individuals and communities through social services and community building. AHANP and its development partners have constructed, or acquired and rehabilitated over 20,000 affordable housing apartments and homes throughout the West. Kingdom Development, Inc., is a nonprofit public benefit corporation ("Kingdom") founded in 2015 with a mission to enrich the lives of disadvantaged youth through the strengthening of families and the development of housing. Kingdom carries out its exempt purpose, to improve the welfare of people by developing affordable housing, expediting the development process and by providing policy makers and industry practitioners insightful analysis to amplify the impacts they make for low-income families.

FINANCIAL IMPACT

FINANCIAL IMPACT

Approval of the Preliminary Award Letter includes a new restructured Garden Grove Loan of: (1) a subsidy of new funds of up \$3,646,000 sourced equally from LMIHAF and PLHA funds, and/or (2) up to eight (8) PBVs, and (3) restructure of the 15 City Loans in a reset principal amount of \$8,879,321; this totals to a new Garden Grove Loan of \$12,519,321. Funds are available presently and this Preliminary Award Letter will commit and encumber such funds pursuant to applicable laws and regulations.

RECOMMENDATION

It is recommended that City Council and Housing Authority:

- Approve the Preliminary Award Letter and authorize the City Manager/Director to make minor modifications as needed, and sign the Award Letter on behalf of the City and Housing Authority; and
- Authorize the City Manager/Director on behalf of the City and the Housing Authority to execute the Affordable Housing Agreement, and any pertinent related documents, including all exhibits, instruments, implementing agreements, and to make minor modifications as needed on behalf of the City and Housing Authority.

By: Monica Covarrubias, Sr. Project Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Preliminary Award Letter and Exhibits	4/3/2023	Letter	PDF_Preliminary_Award_Letter_New_Tamerlane_03_31_2023_for_April_11_2023_CC_HA_joint_meeting_agenda.pdf

April 11, 2023

NEW TAMERLANE, LLC

c/o Affordable Housing Access, Inc.
Bill Salamandrakis, President
Shawn Boyd, Chief Investment Officer
3920 Birch Street, Ste 103
Newport Beach, CA 92660

Steve Jones
Mayor

George S. Brietigam
Mayor Pro Tem - District 1

John R. O'Neill
Council Member - District 2

Cindy Ngoc Tran
Council Member - District 3

Joe DoVinh
Council Member - District 4

Stephanie Klopfenstein
Council Member - District 5

Kim Bernice Nguyen
Council Member - District 6

Re: ***Preliminary Award Letter (Enforceable Financial Commitment)*** by the Garden Grove Housing Authority and City of Garden Grove to New Tamerlane, LLC Related to the Substantial Rehabilitation and Operation of a 78-Unit Affordable Housing Project Located on Tamerlane Drive, Garden Grove, California; Award Letter Issued pursuant to California Code of Regulations, Title 4, Division 17, Chapter 1, Section 10325(f)(3), in Connection with Application(s) by New Tamerlane, LLC to the California Tax Credit Allocation Committee (TCAC) for a Reservation of Tax Credits

Dear Mr. Salamandrakis and Mr. Boyd:

This *Preliminary Award Letter (Enforceable Financial Commitment)* ("Award Letter") is dated as of April 11, 2023 ("Date of Award Letter") and is issued to *New Tamerlane, LLC*, a California limited liability company ("Developer"), by the Garden Grove Housing Authority ("Authority") and City of Garden Grove ("City")¹. This Award Letter sets forth the basic terms between and among the Parties to fulfill the requirements for the commitment of certain funds ("Garden Grove Loan") for Developer's substantial rehabilitation and long-term operation of the New Tamerlane Project (defined herein) as required by the California Tax Credit Allocation Committee ("TCAC").

Under the California Code of Regulations ("CCR"), Title 4, Division 17, Chapter 1, Section 10300, *et seq.*, in particular Sections 10322, 10325, 10325(f)(3) (as amended as of February 1, 2023, herein "Tax Credit Rules") and in connection with any application to TCAC for a Reservation of 9% Tax Credits a developer is required to evidence, among

¹ The Authority is a public body corporate and politic organized and existing pursuant to the California Housing Authorities Law, Health and Safety Code Section 34200, *et seq.* ("HAL") and serves as the housing successor to the former Garden Grove Agency for Community Development pursuant to Health and Safety Code Section 34170, *et seq.*, in particular Sections 34176 and 34176.1, ("Dissolution Law" or "Housing Successor Law"). The City of Garden Grove is a California municipal corporation ("City") and participating jurisdiction under certain HUD funding programs, including the HOME Program and CDBG Program. In this Award Letter, the City and the Authority may be referred to together as "Garden Grove". Statutory references in this Award Letter are to the California Health and Safety Code ("HSC") unless otherwise stated. Herein, each of the Authority, City and Developer is a "Party" and together the "Parties".

NEW TAMERLANE, LLC

Bill Salamandrakis, President

Shawn Boyd, Chief Investment Officer

April 11, 2023

Page | 2

other requirements, its “Enforceable Financing Commitments” for its affordable housing project, including commitments, if any, from the local jurisdiction. Developer is also seeking an award of competitively awarded State of California Tax Credits (State Tax Credits) (together with federal credits, Tax Credits”). This Award Letter is intended to evidence Garden Grove’s part of Developer’s Enforceable Financial Commitment that will be part of the funding for the New Tamerlane Project as defined and further described herein.

Developer intends to cause the planning, substantial rehabilitation, and long term operation of that certain 78-unit multifamily affordable housing project, comprised of fifteen (15) separate small multi-family buildings (that total 78 units), all located on Tamerlane Drive, Garden Grove, California (as combined, “New Tamerlane Properties”), which are described in Exhibit A, Legal Description of New Tamerlane Properties, attached hereto and fully incorporated by this reference, and are identified by the following Assessor Parcel Numbers (“APNs”): 231-471-31; 231-471-32; 231-471-33; 231-471-34; 231-471-35; 231-471-36; 231-471-37; 231-471-38; 231-471-39; 231-471-40; 231-471-41; 231-471-42; 231-471-43; 231-471-44; and 231-471-45.²

Garden Grove’s Enforceable Financial Commitment to Developer by this Award Letter includes that certain new, restructured “Garden Grove Loan” that will fund, in part, Developer’s substantial rehabilitation of the New Tamerlane Properties. The “Garden Grove Loan Amount” includes: (1) up to Three Million Six Hundred Forty-Six Thousand Dollars (\$3,646,000) subsidy of new funds from the following sources: (a) fifty percent (50%) of such amount from the Low and Moderate Income Housing Asset Fund (“LMIHAF”) pursuant to HSC Section 34176.1, and (b) fifty percent (50%) of such amount from the City’s formula allocation and award of Permanent Local Housing Allocation funds (“PLHA”) pursuant to HSC Section 50470, *et seq.* and the implementing guidelines issued by the State of California, Housing and Community Development Department (“State HCD”), and/or (c) up to eight (8) project-based housing vouchers (“PBVs”) (subject to the United States Department of Housing and Urban Development (“HUD”) procedures), along with (2) the reset and restructure of the fifteen outstanding loans issued by the City to the Prior Owner (defined below) and assumed by Developer, with the principal amount of restructured loan at \$8,879,321, which, as combined, would be issued by Garden Grove as a new residual receipt loan of Twelve Million Five Hundred Nineteen Three Hundred Twenty-One Dollars (\$12,519,321). (See Exhibit B.) The Garden Grove Loan is further described herein and in the implementing affordable housing agreement (“AHA”) are expressly subject to the Award Letter Condition Precedent (defined herein) and all terms and conditions herein and therein.

² The New Tamerlane Properties are located at the following common addresses: (1) 12131 Tamerlane, (2) 12132 Tamerlane, (3) 12141 Tamerlane, (4) 12142 Tamerlane, (5) 12161 Tamerlane, (6) 12162 Tamerlane, (7) 12171 Tamerlane, (8) 12172 Tamerlane, (9) 12181 Tamerlane, (10) 12182 Tamerlane, (11) 12201 Tamerlane, (12) 12202 Tamerlane, (13) 12211 Tamerlane, (14) 12212 Tamerlane, and (15) 12222 Tamerlane.

NEW TAMERLANE, LLC

Bill Salamandrakis, President

Shawn Boyd, Chief Investment Officer

April 11, 2023

Page | 3

1. Term of Award Letter. This Award Letter shall expire automatically on the date that is the *earliest* to occur of: (i) Developer’s failure to receive a reservation of Tax Credits for the New Tamerlane Project as awarded by TCAC in either (A) the 2023 first round application, or if not awarded during the first round, then (B) the 2023 second round application, or (ii) December 31, 2023 (“Letter Expiration Date”), at which time the terms set forth herein shall be null and void, unless prior to the Letter Expiration Date this Award Letter is amended and extended in writing by the Authority Director and City Manager (together, “Director”), which decision to amend and extend, or not, is and shall remain in the sole and absolute discretion the Director. In the event, Developer does receive the reservation of Tax Credits for the New Tamerlane Project awarded from either the 2023 first round or 2023 second round application processes, then this Award Letter will remain in effect until the parties reach agreement on and enter into the AHA and cause the Closing of Financing (defined in Section 6 hereinafter).

2. Background of New Tamerlane Properties.

2.1 Original City Loan Agreements and Original Regulatory Agreements.

Between 2004 to 2012, the City provided financial assistance to Developer’s predecessor-in-interest, Tamerlane Associates, LLC, a California limited liability company that was/is wholly owned and controlled by Charles H. "Chuck" Fry ("Prior Owner"), related to his original acquisition of the 15 multifamily properties with a total of 78 residential units (together, "Original Tamerlane Properties"). Pursuant to fifteen (15) separate affordable housing loan agreements, each with a regulatory agreement, related attachments, option agreements, and subsequent amendments (together, "Original Tamerlane Agreements"), the City made 15 deferred payment loans to the Prior Owner sourced from federal and local program sources to assist the Prior Owner in the acquisition and operation of the properties. Of the 78 apartments, 60 units, were restricted of record for tenancy and occupancy by households earning between 50% to 65% of the Orange County area median income ("AMI"); and, all 15 properties were covenanted of record as to ongoing ownership, property management, maintenance, insurance, and related obligations. The funding sources for the 15 loans issued by the City to the Prior Owner when he acquired each of the Original Tamerlane Properties and as set forth in the Original Tamerlane Agreements included:

(a) Community Development Block Grant (“CDBG”) funds allocated to the City as a participating jurisdiction and loaned to the Prior Owner as to one (1) property (12131 Tamerlane);

(b) HOME Program funds allocated to the City as a participating jurisdiction for nine (9) properties (12141 Tamerlane, 12161 Tamerlane, 12181 Tamerlane, 12182 Tamerlane, 12210 Tamerlane, 12202 Tamerlane, 12211 Tamerlane, 12212 Tamerlane, and 12222 Tamerlane);

(c) City General Fund money designated as HOME "Match" funds for two (2) properties (12211 Tamerlane and 12142 Tamerlane);

NEW TAMERLANE, LLC

Bill Salamandrakis, President

Shawn Boyd, Chief Investment Officer

April 11, 2023

Page | 4

(d) Combination of HOME Program funds plus former redevelopment low to moderate income “20%” set-aside funds as to one (1) property (12132 Tamerlane); and

(e) former redevelopment low to moderate income 20% set-aside funds for two (2) properties (12162 Tamerlane and 12172 Tamerlane).

2.2 Sale and Assignment. On October 27, 2022, the Prior Owner sold all of the Original Tamerlane Properties to New Tamerlane, LLC. In connection therewith, the Prior Owner assigned, and Developer assumed, all rights and obligations under the Original Tamerlane Agreements pursuant to an unrecorded Assignment and Assumption Agreement (“Assignment”).

2.3 Amendment of Original Tamerlane Agreements. At and prior to the sale by the Prior Owner to Developer, a number of the Original Tamerlane Agreements had expired, both the loan maturity dates under the loan agreements and the term of the affordable housing covenants under the regulatory agreements, including 12131, 12141, 12161, 12171, 12181, 12182, 12201, 12202, 12212, and 12222 Tamerlane Drive. Therefore, concurrent with the sale, Garden Grove and Developer negotiated the terms of and entered into that certain *Amendment to Tamerlane Affordable Housing Loan Agreements and Regulatory Agreements* dated as of October 11, 2022 (“Amendment”) by which the maturity dates of those certain loans were reinstated and extended, and the expiration dates of the affordable housing and other covenants as to 49 of 78 units were extended, to December 31, 2025. This Amendment facilitated the assumption of the Original Tamerlane Agreements, as amended by the Amendment, and presently facilitates the restructure and terms of the new Garden Grove Loan that is committed by this Award Letter. Without such Amendment, certain housing units at the New Tamerlane Properties were “at-risk” of conversion to market rate housing; instead, the Developer now owns and continues to operate the New Tamerlane Properties as affordable housing, albeit such units, and the properties overall, are in dire need of substantial rehabilitation and new investment, and are “at risk” of conversion to market rate housing upon the expiration of the term of the affordable housing covenants as early as December 31, 2025 as to those 49 (of 78) units. The objective of this Award Letter is to provide Garden Grove’s Enforceable Financial Commitment, which will be a part of Developer’s application to TCAC for a reservation of Tax Credits, with other sources of funding to include the equity investment by an investor limited partner, proceeds of primary construction and permanent financing, along with the new and restructured Garden Grove Loan and the amendment and restatement of the affordable housing covenants under an Authority Regulatory Agreement that will have a reset “Affordability Term” of fifty-five (55) years, all pursuant to this Award Letter and in the implementing AHA described herein.

(a) The terms and conditions of the AHA will include affirmation of the existing Original Regulatory Agreements that have expiration dates later than December 31, 2025 (see Exhibit B); and, such affordable housing covenants as to income and rent (65% AMI and High HOME rent) will continue until and through the original expiration dates. This includes: (i) 12131, 12132, 12171 Tamerlane as to twelve (12) units (funded with

NEW TAMERLANE, LLC

Bill Salamandrakis, President

Shawn Boyd, Chief Investment Officer

April 11, 2023

Page | 5

HOME Program funds), which covenants expire in 2027; (ii) 12142 and 12211 Tamerlane as to seven (7) units (funded with City general fund HOME “Match” dollars), which covenants will expire in 2032; and (iii) 12162 and 12172 Tamerlane as to ten (10) units (funded with Former Agency set-aside funds, now treated as housing assets/LMIHAF funds), which covenants will expire in 2065. These 29 units will continue to be restricted for occupancy by 65% AMI tenant households at an affordable rent not exceeding “High HOME” rent. Upon expiration, these units would be covered by and subject to the TCAC regulatory agreement for the remaining term of the 55-year TCAC affordability period in connection with the reservation and implementation of the Tax Credits and the AHA after the Award Condition Precedent is satisfied by Developer.

(i) Therefore under the terms of the AHA, 29 (of 78) units will remain covenanted for occupancy by tenants with income up to 65% AMI at “High HOME” rent and shall *not* be subject to upward adjustment and increased rent under the AHA, but will be subject to the TCAC regulatory agreement and no longer be at-risk of conversion to market rent at the expiration of such existing covenants in 2027, 2032 and 2065 as noted above.

(ii) Further, under the AHA, 49 (of 78) units will be covenanted by the new Garden Grove Regulatory Agreement for occupancy by (A) Extremely Low Income 30% AMI tenants as to eight (8) units at an Affordable Rent pursuant to HSC 50053 based on the LMIHAF funding allocated to such units, and (B) Low Income 60% AMI tenants as to forty-one (41) units based on the PLHA funding allocated to such units, all as set forth in the “Prescribed Unit Mix” for the New Tamerlane Project, Exhibit B.

(iii) If the New Tamerlane Project receives the reservation of Tax Credits, then pursuant to the TCAC regulatory agreement, all 78 units will be restricted as affordable housing for Low, Very Low and Extremely Low income households at an affordable rent in compliance with the Tax Credit Rules and pursuant to the TCAC regulatory agreement, including the Manager’s Unit that will be restricted for occupancy by a 100% AMI household.

(b) Further, Developer agrees that the AHA will include provisions that an existing tenant who might have been subject to a rent adjustment and increase based on the Prescribed Unit Mix for the New Tamerlane Project will be allowed to remain a tenant in that unit under the affordable income and rent restrictions that fit such tenant’s household income pursuant to the applicable covenants of the Amendment, or the AHA, or the Tax Credit Rules, whichever is applicable and more favorable to the tenant, until and when such tenant household voluntarily moves from the New Tamerlane Project in order to not cause an increase in the monthly rent due from such existing tenant, and to prevent permanent displacement of existing tenant(s) by implementation of the AHA, which is subject to the Relocation Law (defined herein). Based on the verified household income for the existing tenants, some may benefit from the Prescribed Unit Mix under the AHA, which may result in reduced monthly rent to the Affordable Rent applicable to such unit.

NEW TAMERLANE, LLC

Bill Salamandrakis, President

Shawn Boyd, Chief Investment Officer

April 11, 2023

Page | 6

(c) Upon each move-out of such existing tenant from, and then a new tenancy at, each applicable Housing Unit (whether move-out occurs voluntarily by the existing tenant at their sole decision, or if move-out occurs in the event of eviction for cause) the next tenant household to occupy a New Tamerlane Housing Unit will be subject to the income and Affordable Rent covenants of the AHA based on the Prescribed Unit Mix set forth in the AHA and implementing Regulatory Agreement (or the TCAC Rules under the TCAC regulatory agreement, whichever is more favorable to the tenant household.)

2.4 Dissolution of Former Agency; Authority as Housing Successor. Prior to February 1, 2012, the Garden Grove Agency for Community Development (“Former Agency”) was public body, corporate and politic and community redevelopment agency duly organized and existing under the California Community Redevelopment Law, HSC Section 33000, *et seq.* (“CRL”), and was authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council of the City of Garden Grove (“City Council”).

(a) Assembly Bill x1 26, chaptered and effective on June 27, 2011, added Parts 1.8 and 1.85 to Division 24 of the HSC that caused the dissolution of all California redevelopment agencies and winding down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484, chaptered and effective on June 27, 2012 (together, the “Dissolution Law”); and on and as of February 1, 2012 the Former Agency was dissolved under the Dissolution Law.

(i) On January 17, 2012, the City Council adopted Resolution No. 9089-12 by which the City declined to assume the housing assets and responsibility to perform the housing functions performed previously by the Former Agency and designated the Housing Authority to serve and act as the “housing successor” under HSC Section 34176(b).

(ii) Under HSC Section 34176(a)(2), the Authority, as housing successor to the Former Agency, prepared a Housing Asset Transfer Schedule (“HAT”) and submitted the HAT to the State of California, Department of Finance (“DOF”) for review and approval. On August 30, 2012, the DOF approved the HAT with certain modifications that are unrelated to the New Tamerlane Properties. The DOF-approved HAT, among other housing assets, includes the several original loans that were sourced in all or part with monies from the Former Agency’s low to moderate income housing fund, which loans and covenants thereof are housing assets under the Dissolution Law.

3. Assignment by Developer to New Garden Grove Community, LP.

3.1 Developer Obligation to Assign Award Letter to New Joint Non-Profit Entity. In connection with implementation of this Award Letter, the AHA, and the application(s) to TCAC for funding approval, Developer intends to form and assign this Award Letter to a new joint entity of Affordable Housing Access, Inc., a California nonprofit corporation (“AHANP”) and Kingdom Development Inc., a California nonprofit public benefit corporation (“Kingdom NP”), either as a limited partnership or limited liability company, to

NEW TAMERLANE, LLC

Bill Salamandrakis, President

Shawn Boyd, Chief Investment Officer

April 11, 2023

Page | 7

undertake and complete the New Tamerlane Project. Developer has informed Garden Grove that the new entity will be called New Garden Grove Community, LP, a California limited partnership, of which AHANP and Kingdom NP are the co-managing general partners. After such assignment and assumption, the new entity is referred to as the “Developer” or the Joint Non-Profit.

(a) Developer shall cause and complete the assignment of this Award Letter to the Joint Non-Profit, as soon as practicable after the Award Letter is approved by Garden Grove, with a primary objective to complete such assignment prior to submitting an application to TCAC.

(b) Developer shall provide the assignment and assumption agreement to Garden Grove and its legal counsel for review prior to execution of such instrument. Once executed and recorded in the Official Records, the assignee Developer entity shall submit evidence of the formation of the new entity as filed with the Secretary of State; and thereafter, wherever the term Developer is used herein, it shall mean the Joint Non-Profit.

4. Developer Ownership of New Tamerlane Properties. As noted in Section 2 above, presently, Developer owns in fee the New Tamerlane Properties.

(a) Developer represents and warrants to Garden Grove: (i) it is the fee owner of the New Tamerlane Properties, and (ii) it is not default as to each or any of such New Tamerlane Properties under the Original Regulatory Agreements, the Original Loan Agreements, all as amended by the Amendment, and any other contracts or instruments affecting the New Tamerlane Properties.

5. New Affordable Housing Agreement.

5.1 Description of the New Tamerlane Project. The New Tamerlane Project will include the 78 apartment units within the 15 New Tamerlane Properties (together, “Housing Units” and each a “Housing Unit”). As of the Date of Award Letter, the New Tamerlane Project will include 31 one-bedroom units, 38 two-bedroom units, and 9 three-bedroom units, including one of the three-bedroom units to be reserved as the Manager’s Unit for occupancy by an onsite manager, which unit will be either restricted at 100% AMI or unrestricted as to income and rent. The allocation of income and rent restrictions, this is the “Prescribed Unit Mix”, for the 78 Housing Units is set forth in Exhibit B, attached to this Award Letter and fully incorporated by this reference; this Prescribed Unit Mix is also set forth in the March 29 Proforma, Exhibit C, attached hereto and fully incorporated by this reference.

(a) **Description of the Substantial Rehabilitation.** Developer retained the services of Partner Engineering to conduct and prepare a physical needs assessment of the New Tamerlane Properties, including all improvements both exterior areas and interiors of all Housing Units, the results of which are set forth in that certain “Property Condition Report, Tamerlane Apartments, 12131-12222 Tamerlane Drive, Garden Grove, California 92843, Project No. 23-400094.1” dated as of March 6, 2023 (“PNA”). The PNA describes

NEW TAMERLANE, LLC

Bill Salamandrakis, President

Shawn Boyd, Chief Investment Officer

April 11, 2023

Page | 8

the conditions of, and necessary and recommended improvements to the New Tamerlane Properties that will be required as a part of the substantial rehabilitation and overall improvements that comprise the New Tamerlane Project. Developer provided the following summary of the scope of rehabilitation and the full scope of rehabilitation will be set forth in the AHA and shall not be less in scope and costs of rehabilitation required by the Tax Credit Rules.

(i) The scope of construction and substantial rehabilitation will include, but will not be limited to; interior renovations of every apartment with new kitchen and bathroom upgrades and renovations, interior paint, new flooring, new doors, electrical upgrades, new lighting, HVAC replacement, new electrical and plumbing fixtures and other interior amenities. Major system upgrades will include unit electric subpanels, possible main electrical switchgear, and plumbing re-pipe of all units with new water distribution systems along with hot appliance replacement. Exterior and additional renovations and improvements will include, but not be limited to, architectural elements, re-imagined facades, new roof systems, wood replacement, corrective measures to address wood destroying organism damage, new windows, exterior paint and stucco, demolition of exiting non-conforming garages and carports, new and reconfigured concrete and paver parking, construction of two ADA compliant laundry rooms, construction of a management office and community room, elimination of five unnecessary driveways, reconfiguration of drive aisle for ingress and egress, construction of four ADA compliant trash enclosures, modification of eight (8) existing units to conform to Uniform Federal Accessibility Standards (“UFAS”) for accessibility and mobility, and four (4) units designated as communication accessible. UFAS standards will ensure that the buildings and facilities are designed, built, altered or leased with are safe, accessible and usable by people of all ages and abilities. Developer’s goal is to harmonize the site to create a single, contiguous community by eliminating division between buildings, tying the site together with new ADA-compliant paths of travel, landscape renovation, new patio fencing, reconstructed staircases and landings. At the end of Tamerlane Drive, which is a cul-de-sac street, Developer intends to install a playground that will also serve as an artistic expression embracing the vision of community buildings in addition to various forms or sculpture or mural art. The mutual objective of Garden Grove, Developer and the community is to create an entirely new affordable housing community, restricted for the 55-year Affordability Period to serve residents income-eligible households at an Affordable Rent.

(A) A “Preliminary Site Plan” of the New Tamerlane Project is attached to this Award Letter as Exhibit D and is fully incorporated by this reference.

6. Award Letter Condition Precedent; Reservation and Funding Award from TCAC for Tax Credits. Developer has applied to Garden Grove for issuance of this Award Letter, and subject to the satisfaction of the conditions precedent described herein, in particular the reservation of Tax Credits (herein, “Award Letter Condition Precedent”), desires to implement this Award Letter and enter into the AHA. The complete terms, conditions, and provisions of the AHA will be negotiated between Garden Grove and Developer representatives and then entered into between and among the parties at a time

NEW TAMERLANE, LLC

Bill Salamandrakis, President

Shawn Boyd, Chief Investment Officer

April 11, 2023

Page | 9

concurrent with (a) the closing of Developer’s construction financing, (b) entering into a limited partnership agreement between Developer and its investor limited partner as tax credit equity investor, and (c) related actions to commence substantial rehabilitation of the New Tamerlane Properties for the New Tamerlane Project (together, “Closing of Financing”). If the Award Letter Condition Precedent is satisfied by Developer, then under the AHA, Developer will substantially rehabilitate, operate, manage, and maintain the New Tamerlane Properties for affordable rental housing consisting of the 78 apartments with onsite parking, amenities, and ancillary improvements for tenancy/occupancy by qualified Extremely Low, Very Low, and Low Income households at an Affordable Rent with no units being restricted on the basis of age (collectively, the “New Tamerlane Project” or “Project”).

7. Commitment of Garden Grove Loan; Providing Garden Grove Loan under AHA.

7.1 Garden Grove Loan. Subject to the conditions described herein, the Garden Grove Loan will be evidenced by the Garden Grove Loan Note and secured by the Garden Grove Loan Deed of Trust. The Garden Grove Loan is a combination of: (a) approximately \$3.64M subsidy of new funds sourced 50% from LMIHAF and 50% from PLHA funds as described in the second full paragraph of page 2 herein.

(a) The portion of the Authority Loan sourced from the LMIHAF is subject to the Dissolution Law, in particular Section 34176.1; and, the portion of the Authority Loan sourced from PLHA funds is subject to the requirements of, and in implementation of, Chapter 364, Statutes of 2017 (SB 2, Atkins) as authorized by HSC Section 50470, *et seq.*, which created the Building Homes and Jobs Trust Fund and the PLHA program, and the *Permanent Local Housing Allocation Final Guidelines* dated October 2019 as promulgated, and hereafter supplemented and/or amended, by State HCD (together, “PLHA Program”). And, the award of PBVs, if any, is subject to HUD requirements.

(i) As of the Date of Award, Garden Grove will fund the Garden Grove Loan from one-half LMIHAF funds, and the other one-half from PLHA funds, which PLHA monies are “match” funds as set forth in the City’s five-year “PLHA 302 Plan” approved by State HCD.

(A) In this regard, the City’s PLHA 302 Plan approved by State HCD includes use and expenditure of allocated PLHA funds as the “Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.”

(B) Further, the New Tamerlane Project will implement another PLHA Program eligible activity of “... rehabilitation, and preservation of multifamily, ... rental housing that is Affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary Operating subsidies.”

(b) As set forth in Section 7.2 below, in the event, that Garden Grove elects to provide from one (1) up to eight (8) PBVs to the Developer for the New Tamerlane

NEW TAMERLANE, LLC

Bill Salamandrakis, President

Shawn Boyd, Chief Investment Officer

April 11, 2023

Page | 10

Project, then the cash subsidy amount and principal of the Garden Grove Loan Amount shall be reduced by \$455,750 for each PBV awarded to the New Tamerlane Project. In such event, Garden Grove reserves all rights and sole discretion to reduce *pro rata* the LMIHAF and PLHA funds for the cash subsidy, if less than eight (8) PBVs are awarded.

(c) In connection with the restructure of the original City loans assumed by Developer, the City, with HUD's knowledge and consent, can forgive the accrued interest on such original City loans, with only the original principal amount total of \$8,879,321 carried over and made a part of the Garden Grove Loan Amount. The Garden Grove Loan shall accrue three percent (3%) simple interest per annum, and the term of the promissory note will be not less than 55 years. The new Garden Grove Loan is a part of the financing for, and to facilitate, the planning, design, construction of the substantial rehabilitation, operation, management and maintenance of the New Tamerlane Project for not less than the 55-year Affordability Period described herein and hereafter in the AHA, subject to satisfaction of the Award Letter Condition Precedent. *The Garden Grove Loan Amount is hereby committed to the New Tamerlane Project subject to satisfaction of the Award Letter Condition Precedent and the other terms and conditions of this Award Letter.* The final Garden Grove Loan Amount shall be determined after Developer meets the Award Letter Condition Precedent, based on an updated Financial Gap Analysis (defined and further described in Section 14) and subject to a subsidy layering review ("SLR") and analysis, which shall occur prior to the Closing of Financing. In this regard, Garden Grove (and its consultant and counsel) will evaluate and establish more specifically in the AHA the terms and conditions of the Garden Grove Loan, the Garden Grove Promissory Note, and Garden Grove Deed of Trust, including its subordinate monetary lien position, which will take into consideration all sources of financing, in particular governmental funding and the applicable program requirements therefor.

(d) **Garden Grove Loan Repaid from Residual Receipts.** The new Garden Grove Loan will be a residual receipts loan in a lien position subordinate to the deed of trust securing the Developer's loan obtained for construction financing and permanent financing (each a "Primary Loan") and as will be more fully set forth in the AHA.

(i) In the event, State HCD or other governmental entity funding sources, if any, do not require a share of Residual Receipts, the Garden Grove Loan shall be repaid from fifty percent (50%) of Residual Receipts and the Developer will retain from fifty percent (50%) of Residual Receipts.

(A) The term "Residual Receipts" will be fully defined in the AHA, but generally is defined as Project annual revenue less the sum of defined and eligible: (1) operating expenses; (2) debt service on the Primary Loan, (3) required operating and capital reserve deposits, (4) repayment of permitted operating, rehabilitation, or capital loans, if any, (5) property management fee, (6) eligible partnership related fees including an asset management fee, and (7) unpaid Deferred Developer Fee subject to funding the below-the-line amount for the Social Services Plan as described herein.

NEW TAMERLANE, LLC

Bill Salamandrakis, President

Shawn Boyd, Chief Investment Officer

April 11, 2023

Page | 11

(ii) If State HCD or other federal, state or local governmental funding sources require an allocation of Residual Receipts as between and/or among the City, the Authority, Developer, and other governmental entity(ies), if any, the split thereof shall be established after the Financial Gap Analysis described herein, provided however the percentage allocations among the governmental funding entities shall be established in a fair, reasonable manner and in compliance with applicable legal requirements.

(A) In the event that governmental funding loan(s), if any, are repaid in full through Residual Receipts and the Garden Grove Loan Note remains outstanding, then the percentage and allocation of Residual Receipts shall be adjusted so that Authority receives not less than a proportionate percentage of fifty percent of Residual Receipts and the Developer will retain fifty percent (50%) of Residual Receipts.

7.2 PBVs. As of the Date of this Award Letter, Garden Grove has authorized the commencement and undertaking of certain federal procedures pursuant to HUD requirements, including Title 24, Chapter IX, Part 983, Subpart B-Selection of PBV Owner Proposals (“PBV Conversion Procedures”), to convert up to eight (8) of its tenant-based, portable housing choice vouchers to PBVs. With no prejudgment or premature exercise of discretion, if after conducting the PBV Conversion Procedures process, the Developer is selected for a commitment of one (1) or more but not more than eight (8) PBVs for the New Tamerlane Project, then such commitment of a PBV or PBVs shall be deemed part of this financial commitment under this Award Letter as described above in Section 7.1.

(a) In the event, that Garden Grove elects to provide from one (1) to eight (8) PBVs to the Developer, then the new cash subsidy amount of the Garden Grove Loan Amount shall be reduced by \$455,750 for each PBV awarded to the New Tamerlane Project as described in Section 7.1 above.

8. Compliance with Law; Statutory Requirements. Developer acknowledges, and the AHA will affirm, that the source of the Garden Grove Loan will be funded with monies sourced from and subject to the PLHA Program, HSC Section 34176.1 under the Dissolution Law, as amended by Senate Bill 341, HAL, CRL, and if applicable HUD and other federal requirements. Further, to the extent required by HUD, as to the HOME Program and CDBG Program funds originally invested by the City under the Original Tamerlane Agreements, Developer shall comply with applicable federal statutes, regulations and HUD notices. Therefore, this Award Letter, and then the AHA, and all other implementing documents and instruments are and shall remain subject to the applicable requirements of, and Developer covenants to comply with, all applicable requirements of: (i) PLHA Program, (ii) CRL statutes affirmed and reinstated under the requirements of Senate Bill 341, (iii) HAL, (iv) Dissolution Law, (v) HOME Program, (vi) CDBG Program, (vii) Environmental Laws (as defined in AHA), (viii) Relocation Law (defined below); (ix) Government Code Sections 65863.10, 65863.11 and 65863.13 (herein together, “GC 65863.10, *et seq.*”), and (x) all other applicable federal, state, and local laws and regulations.

NEW TAMERLANE, LLC

Bill Salamandrakis, President

Shawn Boyd, Chief Investment Officer

April 11, 2023

Page | 12

8.1 Prevailing Wage Laws; Labor Compliance. Developer shall comply with applicable provisions of California Labor Code Section 1720, *et seq.*, and, applicable federal prevailing wage laws and regulations (together, “Prevailing Wage Laws”). In this regard, Authority and Developer acknowledge that such laws and regulations include certain exemptions that may, or may not, apply to the New Tamerlane Project.

(a) In furtherance thereof, in implementation of the PLHA Program State HCD in published “FAQs” informs applicants and participants that Labor Code Section 1720 applies, including the statutory exemptions in subsection (c). In this regard, the Parties acknowledge that as of the Date of Award Letter, Labor Code Section 1720(c)(5) provides: “Unless otherwise required by a public funding program, the construction or rehabilitation of privately owned residential projects is not subject to this chapter if one or more of the following conditions are met: ... (E): The public participation in the project that would otherwise meet the criteria of subdivision (b) is public funding in the form of below-market interest rate loans for a project in which occupancy of at least 40 percent of the units is restricted for at least 20 years, by deed or regulatory agreement, to individuals or families earning no more than 80 percent of the area median income.”

(i) As the potential for an award of PBVs is limited to not more than eight (8) PBVs, the applicable federal laws and regulations relating to payment of prevailing wages, including Davis-Bacon, are not triggered by the award of one up to eight PBVs.

(b) Notwithstanding subsection (a) above, under this Award Letter and the AHA, Developer assumes, and will assume, all responsibility, liability, obligation for payment and will indemnify, hold harmless, and pay for all claims, suits, and liabilities affecting Authority (and City and their Indemnitees) relating to Prevailing Wage Laws as such may be applicable to the New Tamerlane Project, to Developer, its General Contractor and all Subcontractors. Further, the New Tamerlane Project may be subject to a negotiated “Project Labor Agreement” that may be entered into between or among the Developer and one or more building trades, for which Developer shall be and remain solely legally and financially responsible.

8.2 Receipt of Subsidy Layering Review Approval from TCAC. The New Tamerlane Project and all sources of funding of the New Tamerlane Project are subject to SLR under applicable federal and state laws to ensure that excessive public assistance is not used when combining public assistance from federal, state, or local agencies including through Tax Credits. Pursuant to federal and state notices, TCAC may, and is now, performing SLRs for and on behalf of HUD, and TCAC may authorize the local jurisdiction to prepare the SLR for its review and approval.

8.3 Relocation Plan. As to this Award Letter, the New Tamerlane Properties, the New Tamerlane Project, Original Tamerlane Agreements, as amended by the Amendment, and implementation thereof, Developer shall comply timely and fully with applicable requirements of the California Relocation Assistance Law, Government Code Section 7260, *et seq.*, and the Relocation Assistance and Real Property Acquisition

NEW TAMERLANE, LLC

Bill Salamandrakis, President

Shawn Boyd, Chief Investment Officer

April 11, 2023

Page | 13

Guidelines adopted by the Department of Housing and Community Development and set forth at Title 25, California Code of Regulations Section 6000, *et seq.* (“CRAL Guidelines”), and, if applicable, federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“URA”), as amended, the implementing regulations of HUD Handbook 1378 (collectively, “Relocation Law”).

(a) Prior to the Date of Award Letter, Developer retained the services of OPC, Inc., an experienced professional relocation consultant, to conduct and evaluate the circumstances relating to potential displacement of existing tenants pursuant to the Relocation Law. Based on the information and supporting documentation provided to OPC by Developer, OPC a “Relocation Plan” for the New Tamerlane Project. The Relocation Plan describes that only temporary moves will occur due to the construction of the substantial rehabilitation and there will be no permanent displacement due to the implementation of the New Tamerlane Project.

(i) As to be implemented, the New Tamerlane Project will qualify as a “qualified affordable housing preservation project”, and as the Relocation Plan states affirmatively only temporary moves will occur. In other words, no tenants will be displaced and the project aligns with the exclusions in the definition of “displaced person” in 25 CCR 6008(f)(3)(D)(F).

(ii) Developer hereby agrees to indemnify and shall defend Garden Grove and its Indemnitees relating in any manner to the application of the Relocation Law arising from or related in any manner to the New Tamerlane Properties, implementation of this Award Letter, the AHA, and any and all issues and claims that may arise related thereto.

8.4 Government Code Section 65863.10, *et seq.* Until there is an AHA, the New Tamerlane Properties are subject to the Original Tamerlane Agreements, as amended by the Amendment, which properties comprise an existing “Assisted Housing Development” as defined and set forth in GC 65863.10, *et seq.* In connection with the sale by the Prior Owner to Developer, the Prior Owner caused to be recorded in the Official Records a certification of compliance with the applicable noticing requirements, including as applicable 5-year, 3-year, 12-month, 6-month and other notices, and other of GC 65863.10, *et seq.* To the extent applicable, Developer agrees to comply with GC 65863.10, *et seq.* in connection with this Award Letter, its ownership, and operation of the New Tamerlane Properties and implementation of the New Tamerlane Project, the Original Tamerlane Agreements and Amendment (while in effect, as amended), the AHA, Regulatory Agreement and overall implantation thereof.

9. Project Proforma. As of the date of this Award Letter, the Garden Grove Loan Amount has been evaluated and determined, and this Award Letter is provided, based on the Authority’s material reliance on and review of the Developer’s application to Garden Grove for the Garden Grove Loan and Developer’s March 29 Proforma for the proposed New Tamerlane Project with proposed sources of funding and financing, costs for substantial rehabilitation and 55-year projected cash flows for the New Tamerlane Project,

NEW TAMERLANE, LLC

Bill Salamandrakis, President

Shawn Boyd, Chief Investment Officer

April 11, 2023

Page | 14

which proforma is dated as of March 29, 2023 (“March 29 Proforma”). Developer shall update the New Tamerlane Project proforma after the award by TCAC of a reservation Tax Credits, which will be a part of the updated Financial Gap Analysis and applicable SLR in connection with preparation of and entering into the AHA concurrent with the Closing of Financing.

10. Cooperation; Application to TCAC. The Parties shall cooperate in good faith in connection with Developer’s application(s) to TCAC for the Tax Credits.

11. Developer and Guarantor Indemnification of Garden Grove and Indemnitees. Developer and its “Guarantor”, Affordable Housing Access, Inc., a California nonprofit public benefit corporation, shall provide certain indemnifications of the Garden Grove Indemnitees (defined below), including without limitation a general indemnity, and specific indemnities related to Environmental Laws, HOME Program, CDBG Program, PLHA Program , Relocation Law, Prevailing Wage Laws, GC 65863.10, *et seq.*, CRL and Senate Bill 341, to defend and pay for each and any challenge, claim, legal action and/or administrative action against or related to this Award Letter, the AHA, and/or implementation of the New Tamerlane Project.

11.1 Indemnity. In this regard, Developer and Guarantor hereby agree and will indemnify, defend, pay for, assume all responsibility for, and hold harmless the Authority, the City, the Successor Agency, and their respective elected and appointed officials, officers, employees, attorneys, representatives, volunteers, contractors and agents (collectively, “Indemnitees”) from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of, the terms conditions and provisions, and/or implementation, both action and inaction, under this Award Letter, the AHA, each and all implementing instruments for the New Tamerlane Properties and Project, including without limitation, the validity, applicability, interpretation, or implementation hereof and thereof, and all matters arising or alleged to arise under the Relocation Law, PLHA Program, HOME Program, CDBG Program, Prevailing Wage Laws, GC 65863.10, *et seq.*, CRL and Senate Bill 341, the terms conditions, provisions of this Award Letter, and the AHA. Developer and Guarantor shall have the obligation to defend any such claim and/or action; provided, however, that this obligation to defend shall not be effective if and to the extent that Developer determines in its reasonable discretion that such action is meritorious or that the interests of the parties justify a compromise or a settlement of such action, in which case Developer and Guarantor shall compromise or settle such action in a way that fully protects Indemnitees from any liability or obligation. In this regard, Developer’s obligation and right to defend shall include the right to hire (subject to written reasonable approval by the Director and City Attorney) attorneys and experts necessary to defend, the right to process and settle reasonable claims, the right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement, and the right to pay any judgments assessed against Indemnitees. If Developer and Guarantor defend any such action, as set forth above, (i) Developer and Guarantor shall indemnify and hold harmless Indemnitees from and against any claims, losses, liabilities, or damages assessed or awarded against either of them by way of judgment, settlement, or stipulation and

NEW TAMERLANE, LLC

Bill Salamandrakis, President

Shawn Boyd, Chief Investment Officer

April 11, 2023

Page | 15

(ii) Authority shall be entitled to settle any such claim only with the written consent of Developer and Guarantor and any settlement without Developer and Guarantor's consent shall release Developer and Guarantor's obligations hereunder with respect to such settled claim.

11.2 Security for Indemnity. Developer has identified Guarantor for the indemnification of the Garden Grove Indemnitees, which entity shall provide to Garden Grove a guaranty agreement evidencing the covenant to indemnify, hold harmless, defend and pay for each and any challenge, claim or legal action and/or administrative action as set forth in Section 11.1 above, which guaranty is subject to review and approval by the City Attorney and special counsel.

12. Affordable Housing Agreement. Subject to the Developer's satisfaction of the Award Letter Condition Precedent, the Authority and Developer will negotiate and enter into the AHA. The AHA will set forth a series of "Conditions Precedent", to be satisfied by the Developer, as applicable, and Authority, as applicable.

12.1 Approval and Execution of AHA. The final form of the AHA shall be approved by Developer in its sole and absolute discretion; and, the Director, is hereby authorized to approve and execute in her/his sole discretion, provided however, she/he may elect in her/his sole and absolute discretion to present the AHA to the Authority Board and City Council for consideration and action. The AHA is also subject to approval as to form by the City Attorney/general counsel and special counsel, and shall be attested by the Authority Secretary and City Clerk.

12.2 Summary of Certain AHA Terms. A summary of the topics and basic terms to be set forth in the AHA shall include the following:

(a) Garden Grove Loan. The Garden Grove Loan shall be fully described in the AHA, including:

(i) Interest Rate. Principal amount of Garden Grove Loan shall bear three and No/100^{ths} percent (3%) simple interest per annum.

(ii) Term of Garden Grove Loan. Remaining principal and accrued interest on the Garden Grove Loan shall be due in full upon the 58th anniversary of the completion of construction of the substantial rehabilitation that is part of the New Tamerlane Project or earlier upon transfer, sale, non-permitted refinancing, or default as will be set forth in the AHA.

(iii) Monetary Lien Priorities. The lien position of the Garden Grove Loan (and, if documented as two or more loans, the subordinate lien positions) will be subordinate to the Developer's Primary Loan for construction and permanent financing of the New Tamerlane Project. In this regard and for avoidance of doubt, the new Garden Grove Regulatory Agreement and PLHA Covenant Agreement shall be and remain

NEW TAMERLANE, LLC

Bill Salamandrakis, President

Shawn Boyd, Chief Investment Officer

April 11, 2023

Page | 16

senior encumbrances and nonsubordinate to all monetary liens, including without limitation Developer's Primary Loan for construction and permanent financing.

(iv) *Residual Receipts Allocation.* Repayment of the Garden Grove Loan shall be from Residual Receipts as described above. Calculation of Residual Receipts will be subject to and calculated after payment of eligible operating expenses, approved debt service, Deferred Developer Fee, if any remaining, and eligible partnership related fees, also as provided above.

12.3 Additional AHA Terms and Conditions Precedent. The AHA will include additional terms and set forth a series of conditions precedent to the Closing of Financing, including without limitation:

(a) *Readiness for Closing of Financing for the New Tamerlane Project.* Developer shall be ready to cause the Closing of Financing for the New Tamerlane Project.

(b) *Readiness for Construction of the Substantial Rehabilitation.* All building and other permits required to commence the substantial rehabilitation of the New Tamerlane Properties shall have been issued, or be ready to issue with payment of fees, and the City shall have issued a letter stating that building permits are ready to issue with payment of fees.

(c) *Primary Loan.* Developer shall have secured all necessary institutional financing and funding for the Primary Loan to undertake and complete construction and thereafter operation of the New Tamerlane Project and as approved by Garden Grove. The Primary Loan shall be sufficient to pay all costs of the New Tamerlane Project, through the New Tamerlane Project being placed in service under the Tax Credit Rules, as set forth in a final budget and approved by Garden Grove.

(i) Developer will cause the lenders for the Primary Loan to provide Garden Grove staff and legal counsel Word versions of all drafts of the loan documents, including the estoppel, intercreditor and/or subordination agreements to be negotiated among the parties thereto. In this regard, Developer acknowledges and agrees, and as promised in the Amendment, the new Garden Grove Regulatory Agreement and PLHA Covenant Agreement for the New Tamerlane Project shall be and remain a senior, nonsubordinate encumbrance against the New Tamerlane Properties for the full 55-year Affordability Period.

(d) *Insurance.* Developer shall have provided evidence to Garden Grove that the Developer has obtained insurance policies, certificates, and additional insured or other endorsements acceptable to the Authority, the City Attorney, and City risk management staff for both Developer, its General Contractor and Subcontractors.

(e) *Indemnities.* In addition to Section 11 herein, under the AHA Developer shall provide certain additional indemnifications, including Developer's

NEW TAMERLANE, LLC

Bill Salamandrakis, President

Shawn Boyd, Chief Investment Officer

April 11, 2023

Page | 17

general indemnity of the Indemnitees for damage to property or injuries to persons, including accidental death (including attorneys' fees and costs) that may be caused by any acts or omissions of Developer (and any person or entity acting by or through Developer), whether such activities or performance thereof (or inaction) be by Developer or by anyone directly or indirectly employed or contracted with by Developer and whether such damage shall accrue or be discovered before or after termination of the AHA. Developer shall not be liable for property damage or bodily injury to the extent occasioned by the gross negligence or willful misconduct of Authority or City or their employees.

(f) Construction Security. Developer shall have provided construction security naming and in favor of the Authority and City, which may include:

(i) a completion guaranty from an entity (or person) with adequate capital and available liquid assets to and as the guarantor is approved by the Director and legal counsel in their sole discretion; in this regard, by way of example, the guarantor will have a Dun & Bradstreet PAYDEX score of 80 to 100; or

(ii) an unconditional standby letter of credit, or

(iii) payment and performance bonds from the general contractor and subcontractors for the New Tamerlane Project, or

(iv) some combination of any or all of (i), (ii) or (iii) above), in an amount sufficient to ensure the New Tamerlane Project will be completed, all invoices paid, and all workers paid in conformity with applicable federal and state labor laws, including Prevailing Wage Laws, and applicable Project documents and agreements, and placed in service within the time set forth in the schedule for the New Tamerlane Project as approved by Garden Grove.

(g) Additional Contracts. Developer shall submit and obtain approval of Garden Grove and legal counsel (which approval shall not be unreasonably withheld, conditioned or delayed) for:

(i) Construction Contract. the construction contract with its General Contractor and the subcontracts therefor;

(A) construction of the substantial rehabilitation work must be competitively bid in accordance with applicable federal, state and local laws and regulations, in particular the State HCD and HUD requirements, if any.

(ii) LPA. the limited partnership agreement ("LPA") for the limited partnership entity to be formed to own and operate the New Tamerlane Project under the AHA;

(iii) Property Management. qualifications and experience of the property manager to operate and manage affordable housing projects comparable to the New Tamerlane Project and the property management agreement;

NEW TAMERLANE, LLC

Bill Salamandrakis, President

Shawn Boyd, Chief Investment Officer

April 11, 2023

Page | 18

(iv) **Social Services Plan.** Memorandum of Understanding for implementation of the Social Services Plan (defined below) and other contract(s), if any, other social service provider(s);

(A) the detailed social and supportive services plan that describes the social and supportive services, goals and objective, with a detailed budget therefor (“Social Services Plan”);

(1) The Social Services Plan shall include a robust level of social services offered at the New Tamerlane Project and suitable for the residents’ needs and provided by professionally trained staff. Services must include an assessment of clients’ needs, link to services and verification of services obtained. The Social Services Plan must also provide clear outcome measurements related to services provided and must clearly identify if services will be provided by the Developer or by third party entity(ies);

(2) For services to be provided by the Developer, the Social Services Plan shall clearly identify the budget and resources available for the services. For services to be provided by third party entity(ies), the Social Services Plan must include copies of the agreements or memoranda of understanding that govern provision of the services; and

(B) The Final Budget and each annual Operating Budget shall include a line item for the Social Services Plan in an amount not less than \$24,000/year with an annual escalator of the lesser of CPI or 3% (“Social Services Fee”)

(1) Developer shall provide supportive and social services to the tenant households of the New Tamerlane Project in accordance with the AHA throughout the entire Affordability Period.

(v) **Marketing and Tenant Selection Plan.** The marketing and tenant selection plans for the New Tamerlane Project, including Garden Grove’s reasonable preferences waterfall;

(A) Authority and Developer will implement a residency preference plan that prioritizes occupancy for families who were previously displaced by a Garden Grove entity, and who live, work or have been hired to work in Garden Grove, subject to applicable Fair Housing laws.

(h) **Cost Savings.** Cost savings from the New Tamerlane Project, if any, and/or permanent funding sources in excess of project costs shall be used and applied to pay down the Garden Grove Loan, first toward principal then accrued interest, subject to compliance with the applicable Tax Credit Rules.

(i) **Permitted Refinancing, Sale, Transfer; Authority Due Certain Share of Net Sale or Refinancing Proceeds.** Sale, transfer, and refinancing will be subject to the terms of the Garden Grove Loan and AHA.

NEW TAMERLANE, LLC

Bill Salamandrakis, President

Shawn Boyd, Chief Investment Officer

April 11, 2023

Page | 19

(j) **Post-Closing Conditions.** The AHA will set forth terms and conditions related to the substantial rehabilitation and construction monitoring from commencement through completion, operations, financing, refinancing, transfer, management and maintenance of the New Tamerlane Project.

12.4 Multi-family Project. No housing units within the New Tamerlane Project shall be restricted on the basis of age; this is not a “senior” development.

12.5 Affordable Housing Unit Mix; Income and Rent Levels. The Prescribed Unit Mix and allocation among the Housing Units of the New Tamerlane Properties is set forth in Exhibit B, which, as noted, is as set forth in the March 29 Proforma.

12.6 Non-subordinate Garden Grove Regulatory Agreement and PLHA Covenant; Affordability Period. The Housing Units at the New Tamerlane Project will be restricted as set forth herein and in the AHA for a minimum of fifty-five (55) years (“Affordability Period”) and as set forth in a separate “Regulatory Agreement”, and as necessary a separate “PLHA Covenant” with conditions, covenants and restrictions affecting the use, ownership, operation, management, maintenance, transfer and financing of the New Tamerlane Project at the New Tamerlane Properties. The Regulatory Agreement and PLHA Covenant will be recorded in the Official Records as senior encumbrances against the New Tamerlane Properties, and shall remain senior for the Affordability Period, and thereby all monetary liens shall be subject to and remain subordinate to the Regulatory Agreement and PLHA Covenant.

12.7 Affordable Rent. The AHA will require that the Developer will not charge more and shall state in each lease agreement with a tenant that monthly rent shall be an “Affordable Rent” as applicable to the Extremely Low, Very Low and Low Income tenants for all Housing Units at the New Tamerlane Project excepting only the Manager’s Unit that may be restricted to 100% AMI.

(a) The term “Affordable Rent” means the maximum amount of out-of-pocket housing cost to be charged monthly by Developer and paid for a Housing Unit by each of the Extremely Low, Very Low, and Low Income Households. Affordable Rent will be determined and calculated pursuant to applicable provisions of the Tax Credit Rules, provided however, as to the eight (8) Housing Units funded from the LMIHAF and restricted for occupancy by Extremely Low Income households such units shall meet the requirements and definition of Affordable Rent as set forth in HSC Section 50053 in order to meet the income-targeting and compliance requirements set forth in HSC Section 34176.1. For purposes of Affordable Rent, the monthly housing payment shall mean the total of monthly payments by each tenant household of a Housing Unit, inclusive of payments attributable to Section 8 portable vouchers under the Housing Choice Voucher (“HCV”) program (exclusive of PBVs, if any, awarded by Garden Grove), other rental subsidies, or other public subsidies by the Authority or any other local, state, or federal governmental agency for use and occupancy of a Housing Unit and facilities associated therewith, including a reasonable allowance for utilities for an adequate level of service.

NEW TAMERLANE, LLC

Bill Salamandrakis, President

Shawn Boyd, Chief Investment Officer

April 11, 2023

Page | 20

(i) Developer shall accept tenants holding Section 8 portable vouchers, including existing tenants at the New Tamerlane Properties holding Section 8 portable vouchers, or other tenant-based rental assistance certificates (each a “portable voucher”); provided however, each lease for a tenant holding a portable voucher shall state that monthly rent is the Affordable Rent, not fair market rent (“FMR”), provided that such is exclusive of PBVs, if any, awarded by Garden Grove.

12.8 Minimum and Maximum Occupancy Standards. The minimum occupancy of the Housing Units shall not be less than one person per bedroom. The maximum occupancy of the Housing Units shall not exceed more than such number of persons as is equal to two persons per bedroom, plus one; thus: (i) for the one-bedroom Housing Units the maximum occupancy shall not exceed three (3) persons, (ii) for the two (2) bedroom Housing Units the minimum occupancy is two (2) persons and the maximum occupancy shall not exceed five (5) persons; and (iii) for the three (3) bedroom Housing Units the minimum occupancy is three (3) persons and the maximum occupancy shall not exceed seven (7) persons.

12.9 Developer Fee; Deferred Developer Fee. In connection with the development of the New Tamerlane Project and subject to compliance with the Tax Credit Rules, the Developer will be entitled to a total developer fee of \$2,200,000 as listed in the March 29 Proforma in connection with the development of the New Tamerlane Project and subject to compliance with the Tax Credit Rules, the Developer will be entitled to a total developer fee of \$2,200,000 as listed in the March 29 Proforma. Receipt of a portion of the Developer Fee will be deferred (“Deferred Developer Fee”), which is estimated at \$223,332 in the March 29 Proforma.

12.10 Annual Monitoring Fee. Annually and concurrently with the delivery of each annual report and compliance certificate that will be required under the AHA, Developer shall pay a per unit fee with annual adjustment (“Annual Monitoring Fee”) to Garden Grove that shall compensate Authority for its costs incurred to monitor Developer’s compliance with the AHA.

12.11 Annual Financial Report. The AHA will require Developer to submit an “Annual Financial Report”, which is a certified financial statement by Developer for the New Tamerlane Project using generally accepted accounting principles (“GAAP”) and as separately accounted for by Developer.

13. Environmental Compliance.

13.1 Environmental Laws. Developer shall comply “Environmental Laws” including, all applicable laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State of California, County of Orange, City of Garden Grove, or any other political subdivision, agency, or instrumentality exercising jurisdiction over the Developer, the Authority, the City or the New Tamerlane Properties, and the New Tamerlane Project.

NEW TAMERLANE, LLC

Bill Salamandrakis, President

Shawn Boyd, Chief Investment Officer

April 11, 2023

Page | 21

13.2 CEQA. Developer shall comply with applicable federal and state laws and regulations affecting environmental review of the New Tamerlane Project pursuant to all, including the California Environmental Quality Act ("CEQA") and, as and if applicable, the National Environmental Protection Act ("NEPA") and approval thereof.

(a) CEQA defines a "project" as an activity that (i) is a discretionary action by a governmental agency and (2) will either have a direct or reasonably foreseeable indirect impact on the environment. (Pub. Res. Code Section 21065.) This Award Letter is a commitment of funds to evidence TCAC's requirement that the Developer, as applicant, evidences its "enforceable financial commitment" under the Tax Credit Rules. This Award Letter is not a project as the commitment of funding will not of itself have a significant effect on the environment; and, provided however, at such time that Developer is awarded a reservation of Tax Credits, if successful, then a complete review of the New Tamerlane Project, and discretionary actions, if any, will be evaluated by the City and findings and determination will be made at such time and as a condition precedent to the Closing of Financing.

14. Financial Gap Analysis. This Award Letter for the Garden Grove Loan has been determined based on a "Financial Gap Analysis" of the proposed development and operation of the New Tamerlane Project, including all funding and financing sources, and the March 29 Proforma, and other supporting documentation. This Award Letter is and shall remain subject to the Award Letter Condition Precedent and the Financial Gap Analysis. After the Award Letter Condition Precedent is satisfied by Developer, Garden Grove (with its consultant and counsel) will re-review and analyze all awarded and committed funding sources for all costs of development and operation of the New Tamerlane Project. Developer shall update the March 29 Proforma and provide to Garden Grove requested supporting documentation. The Financial Gap Analysis will be conducted by the Garden Grove's economic and housing consultant to evaluate, without limitation, supportable debt (construction and permanent financing), market value of Tax Credits, amount of other governmental funding source(s), if any, tax credit investor equity, Deferred Developer Fee, and other subordinate debt, if any, and the terms therefor. Developer agrees to cooperate with Garden Grove and its agents and provide complete, truthful supporting documentation in connection with conducting the Financial Gap Analysis. Developer and Garden Grove agree to cooperate in good faith toward achieving a financially feasible New Tamerlane Project and to that end each shall provide the other and their respective agents with complete, truthful, and timely supporting documentation in connection with conducting the Financial Gap Analysis. To the extent that the Financial Gap Analysis were to show, if at all, that less than the cash subsidy of up to \$3.64M is necessary to complete the scope of substantial rehabilitation presently expected, the additional funds shall be directed and allocated to enhanced improvements and/or services at the New Tamerlane Properties.

NEW TAMERLANE, LLC

Bill Salamandrakis, President

Shawn Boyd, Chief Investment Officer

April 11, 2023

Page | 22

15. Authorization to Implement Award Letter.

15.1 Director Authority. By consideration and action to approve this Award Letter, the Authority and City hereby authorize Lisa Kim, City Manager and Authority Director to sign this Award Letter on behalf of the City and the Authority. Further, the Director is (and her designees are) authorized to cause to be prepared and executed the AHA, in implementation hereof, so long as the terms and provisions of the AHA and each and all implementing agreements and instruments therefor are substantially, and materially consistent, financially and legally, with this Award Letter.

(a) Further, the Director is (and her designees are) authorized to implement the AHA and take all further actions and execute all documents referenced therein and/or necessary and appropriate to carry out the transaction contemplated by this Award Letter, and thereafter the AHA, including all exhibits, instruments and implementing agreements thereto. To the extent necessary during the implementation hereof and thereof, the Director is authorized to make technical or minor changes and interpretations of this Award Letter, and thereafter the AHA, as reasonably necessary in her/his sole and absolute discretion, to properly implement and carry out the New Tamerlane Project provided any and all such changes shall not in any manner substantially or materially affect Garden Grove's rights and obligations, or increase the value and monetary amount(s) under this Award Letter and the AHA.

(b) In addition, the Director is (and her designees are) authorized, on behalf of Garden Grove, to sign all other documents necessary or appropriate to carry out and implement this Preliminary Award Letter, the AHA, including all exhibits thereto and including causing the issuance of warrants in implementation thereto, and to administer Garden Grove's obligations, responsibilities and duties to be performed thereunder so long as substantially and materially consistent with this Award Letter and the AHA. Any and all substantive changes, including monetary adjustments that increase the Garden Grove Loan Amount, to the terms and provisions of the AHA and implementing agreements and instruments thereto shall require the consideration and action of the Authority Board and/or City Council, as applicable.

16. Board Action. The governing board of the City is the City Council and the governing board of the Garden Grove Housing Authority is comprised of the elected members of the City Council and two tenant representatives (together, "Authority Board"). The City Council and Authority Board each has reviewed Developer's requests for each component of the Garden Grove financial assistance described in this Award Letter, and on April 11, 2023 at a public meeting of the City Council and the Authority Board authorized and approved issuance of this Award Letter to evidence the enforceable financing commitment of the Garden Grove Loan Amount and related matters described herein to satisfy the requirements of the Tax Credit Rules.

NEW TAMERLANE, LLC

Bill Salamandrakis, President

Shawn Boyd, Chief Investment Officer

April 11, 2023

Page | **23**

Should you have any questions or require additional information, please contact Monica Covarrubias Senior Project Manager, Office of Economic Development, (714) 741-5788 monicac@ggcity.org.

Sincerely,

CITY OF GARDEN GROVE and
GARDEN GROVE HOUSING AUTHORITY

Lisa Kim

City Manager and Authority Director

[Developer Signature Block on Next Page]

NEW TAMERLANE, LLC

Bill Salamandrakis, President
Shawn Boyd, Chief Investment Officer
April 11, 2023
Page | 24

The Preliminary Award Letter to New Tamerlane, LLC is:

AGREED AND ACCEPTED

this ___th day of April 2023:

NEW TAMERLANE, LLC,
a California limited liability company

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

By: _____

Name: _____

Its: _____

cc: Celeste Stahl Brady, Esq., Special Counsel
Omar Sandoval, Esq., City Attorney

Exhibit A

LEGAL DESCRIPTION OF NEW TAMERLANE PROPERTIES

1. 12131 Tamerlane Drive; Title Prelim Parcel 8

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

2. 12132 Tamerlane Drive; Title Prelim Parcel 7

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

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

3. 12141 Tamerlane Drive; Title Prelim Parcel 9

Parcel 9A:

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

Parcel 9B:

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

Parcel 9C:

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

Exhibit A

4. 12142 Tamerlane Drive; Title Prelim Parcel 15

Parcel 15A:

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

Parcel 15B:

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

5. 12161 Tamerlane Drive; Title Prelim Parcel 10

Parcel 10A:

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

Parcel 10B:

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

Parcel 10C:

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

6. 12162 Tamerlane Drive; Title Prelim Parcel 6

Parcel 6A:

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

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

Parcel 6B:

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

Parcel 6C:

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

7. 12171 Tamerlane Drive; Title Prelim Parcel 11

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

8. 12172 Tamerlane Drive; Title Prelim Parcel 5

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

9. 12181 Tamerlane Drive; Title Prelim Parcel 12

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

10. 12182 Tamerlane Drive; Title Prelim Parcel 4

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

11. 12201 Tamerlane Drive; Title Prelim Parcel 13

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

12. 12202 Tamerlane Drive; Title Prelim Parcel 3

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

13. 12211 Tamerlane Drive; Title Prelim Parcel 14

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

14. 12212 Tamerlane Drive; Title Prelim Parcel 2

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

15. 12222 Tamerlane Drive; Title Prelim Parcel 1

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

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

Exhibit B
Prescribed Unit Mix

This Prescribed Unit Mix is based on the allocation of funds for the new Garden Grove Loan from the following sources:

<i>Garden Grove Loan Funding Sources</i>	
Reset Original Loans – HOME/HUD Source	5,556,033
Reset Original Loan – Former Agency 20% Set-Aside Source	1,572,725
Reset Original Loan – HOME Match/ City General Fund Source	1,740,573
New Cash Subsidy – LMIHAF Source	1,823,000
New Cash Subsidy - PHLA Source	1,823,000
Total Garden Grove Loan (new restructured loan)	\$12,520,000 (rounded)

Nonetheless, the New Tamerlane Project income standards and affordable rent must adhere to the most restrictive of the requirements imposed by various and multiple funding sources pursuant to applicable statutes and regulations, including (i) State HCD and HSC, (ii) HUD/HOME Program and HOME Final Rule, and (iii) TCAC and Tax Credit Rules. The affordable rents identified in this Exhibit B are based on the 2022 income limits published by State HCD, HUD for the HOME Program, and TCAC. By way of example and applying 2022 income and utilities allowance standards, allowable rents assume utilities allowances are \$67 per month for one-bedroom units, \$90 per month per two-bedroom units, and \$114 per month per three-bedroom units, which are to be deducted for the utilities to be paid directly by the tenants as detailed in the last table of this Exhibit B.

Under the AHA and Garden Grove Regulatory Agreement 8 of 78 Housing Units shall be covenanted based on household income and affordable rent standards set forth in HSC Section 50106 as to household income and HSC Section 50053 as to affordable rent in compliance with and in furtherance of the income targeting requirements of HSC 34176.1 (“LMIHAF Units”):

<i>LMIHAF Units Garden Grove Regulatory Agreement</i>	<i>Extremely Low Income HCD/HSC 30% AMI and same complies with 20% AMI per Tax Credit Rules</i>
1-Bedroom Units	1
2-Bedroom Units	4
3-Bedroom Units	3

Exhibit B
Page | 2

Under the AHA and Garden Grove Regulatory Agreement 41 of 78 Housing Units shall be covenanted as per PLHA requirements based on household income and affordable rent standards set forth in HSC Section 50470, *et seq.* and the Permanent Local Housing Allocation Final Guidelines (“PLHA Units”):

PHLA Units Garden Grove Regulatory Agreement	Low Income 60% AMI
1-Bedroom Units	30
2-Bedroom Units	11
3-Bedroom Units	<u>0</u>
Total Units	41

Under the AHA and Garden Grove Regulatory Agreement, the affordability covenants of the Original Regulatory Agreements that will expire during the reset 55-year Affordability Period will continue in effect as to 29 of 78 Housing Units with household income and affordable rent standards of 65% AMI and “High HOME” rent. As and when such existing affordability covenants expire as of the dates summarized in the table below, each Housing Unit shall continue to be covenanted as affordable housing pursuant to the TCAC regulatory agreement.

EXISTING COVENANTS	12131	12132	12172	12142	12211	12162	12172	TOTALS
Expiration Date	6/30/2027	6/30/2027	6/30/2027	1/26/1932	5/8/2032	2/9/1965	2/9/1965	
UNIT MIX								
1-Bedroom Units	0	0	0	0	0	0	0	0
2-Bedroom Units	3	3	3	2	3	3	6	23
3-Bedroom Units	<u>1</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>6</u>
Total Units	4	4	4	4	3	4	6	29

On the next page is a table with a full summary of the unit mix showing income and rent standards for each and all funding sources, including the affordability restrictions to be set forth in the TCAC regulatory agreement.

**FULL SUMMARY OF UNIT AND AFFORDABILITY MIX
NEW TAMERLANE PROPERTIES
(applying 2022 standards as to income and utilities allowances)³**

	<i>Number of Units</i>	<i>New TCAC Rent</i>	<i>LMIHAF Units HCD/HSC Rent</i>	<i>PHLA Units Rent</i>	<i>Existing High HOME Rent</i>	<i>Applicable Gross Rent</i>	<i>Utility Allowance</i>	<i>Applicable New Affordable Rent</i>
New GG Covenant	7	20% AMI	ELI HCD	N/A	N/A			
1-Bdrm Units	1	\$508	\$715	N/A	N/A	\$508	\$67	\$441
2-Bdrm Units	4	\$610	\$804	N/A	N/A	\$610	\$90	\$520
3-Bdrm Units	2	\$704	\$893	N/A	N/A	\$704	\$114	\$590
New GG Covenant	9	40% AMI	N/A	60% PHLA	N/A			
1-Bdrm Units	0	\$1,016	N/A	\$1,524	N/A	\$1,016	\$67	\$949
2-Bdrm Units	9	\$1,220	N/A	\$1,830	N/A	\$1,220	\$90	\$1,130
3-Bdrm Units	0	\$1,409	N/A	\$2,114	N/A	\$1,409	\$114	\$1,295
New GG Covenant	16	50% AMI	N/A	60% PHLA	N/A			
1-Bdrm Units	16	\$1,270	N/A	\$1,524	N/A	\$1,270	\$67	\$1,203
2-Bdrm Units	0	\$1,525	N/A	\$1,830	N/A	\$1,525	\$90	\$1,435
3-Bdrm Units	0	\$1,761	N/A	\$2,114	N/A	\$1,761	\$114	\$1,647
New GG Covenant	16	60% AMI	N/A	60% PHLA	N/A			
1-Bdrm Units	14	\$1,524	N/A	\$1,524	N/A	\$1,524	\$67	\$1,457
2-Bdrm Units	2	\$1,830	N/A	\$1,830	N/A	\$1,830	\$90	\$1,740
3-Bdrm Units	0	\$2,114	N/A	\$2,114	N/A	\$2,114	\$114	\$2,000
New/Existing GG Covenant	1	20% AMI	ELI HCD	N/A	High HOME			
1-Bdrm Units	0	\$508	\$715	N/A	\$1,633	\$508	\$67	\$441
2-Bdrm Units	0	\$610	\$804	N/A	\$1,961	\$610	\$90	\$520
3-Bdrm Units	1	\$704	\$893	N/A	\$2,257	\$704	\$114	\$590
Existing GG Covenant	14	50% AMI	N/A	N/A	High HOME			
1-Bdrm Units	0	\$1,270	N/A	N/A	\$1,633	\$1,270	\$67	\$1,203
2-Bd rm Units	14	\$1,525	N/A	N/A	\$1,961	\$1,525	\$90	\$1,435
3-Bdrm Units	0	\$1,761	N/A	N/A	\$2,257	\$1,761	\$114	\$1,647
Existing GG Covenant	11	60% AMI	N/A	N/A	High HOME			
1-Bdrm Units	0	\$1,524	N/A	N/A	\$1,633	\$1,524	\$67	\$1,457
2-Bdrm Units	9	\$1,830	N/A	N/A	\$1,961	\$1,830	\$90	\$1,740
3-Bdrm Units	2	\$2,114	N/A	N/A	\$2,257	\$2,114	\$114	\$2,000
Existing GG Covenant	3	70% AMI	N/A	N/A	High HOME			
1-Bdrm Units	0	\$1,778	N/A	N/A	\$1,633	\$1,633	\$67	\$1,566
2-Bdrm Units	0	\$2,135	N/A	N/A	\$1,961	\$1,961	\$90	\$1,871
3-Bdrm Units	3	\$2,466	N/A	N/A	\$2,257	\$2,257	\$114	\$2,143
Manager Unit	1							
3-Bdrm Unit (may be restricted for manager household at 100% AMI)	1							\$0

³ Subject to annual adjustment based on income limits issued by applicable governmental agency and applying applicable statutory or regulatory rent formula, with the most restrictive of the requirements to apply based on the various and multiple funding sources, including (i) State HCD and HSC, (ii) HUD/HOME Program and HOME Final Rule, and (iii) TCAC and Tax Credit Rules.

Exhibit C

March 29 Proforma

(attached)

PROJECT SUMMARY	Affordable Housing Access, Inc	TAMERLANE APTS.
77 units plus 1 mgr. unit		9% Credits
Acq Rehab		Non-Rural
PW Family project		QCT-No DDA-No

Permanent Sources				
Source	Amount	Rate	Amm.	/ Unit
Perm Loan	\$6,610,755	7.00%	35	\$84,753
Tax Credit Proceeds	22,687,202	NA	NA	290,862
GG Recycled Soft Loans	8,879,321	3.00%	55	113,837
GG New Financing	3,646,000	3.00%	55	46,744
Interest Income	0	NA	NA	0
Operating Income	0	NA	NA	0
Deferred Developer Fee	4,751	6.00%	NA	61
<hr/>				
				\$536,257
				\$41,828,030

Permanent Uses		
Uses	Amount	Per Unit
Land Costs	\$18,798,304	\$241,004
Permits, Fees, & Studies	1,256,000	16,103
Direct Construction Costs	13,264,128	170,053
Offsites	0	0
Contingency	1,876,413	24,057
Developer Fee	2,200,000	28,205
Indirect Construction Costs	1,411,328	18,094
Rent-Up Costs	120,000	1,538
Reserves	279,475	3,583
Financing Costs	2,622,382	33,620
<hr/>		
		\$536,257
		\$41,828,030

Source Pay in Schedule			
Source	Amount	Date	Notes
Perm Loan	\$6,610,755	Feb-24	Close
Tax Credit Proceeds	4,537,440	Feb-24	Close
Tax Credit Proceeds	1,000,000	Sep-24	50% Comp.
Tax Credit Proceeds	12,262,321	May-25	Lease up
Tax Credit Proceeds	4,537,440	Sep-25	Convert
Tax Credit Proceeds	350,000	Dec-25	8609s
GG Recycled Soft Loans	8,879,321	Feb-24	Close
GG New Financing	3,646,000	Sep-25	Convert

Construction Sources		
Source	Amount	Per Unit
Perm Loan	6,610,755	\$84,753.27
Tax Credit Proceeds	5,537,440	70,992.83
GG Recycled Soft Loans	8,879,321	113,837.45
Construction Loan	18,249,300	233,965.39
Deferred Costs	2,551,213	32,707.86
<hr/>		
Totals	41,828,030	\$536,256.79

Bedroom Mix/Average Rent			
Bedrooms	Quantity	% of Units	Avg. Rent
0			
1	31	40%	1,293.13
2	38	49%	1,354.74
3	8	10%	1,525.03
4+			

Rent Schedule					
Calculation	Quantity	Bedrooms	AMI	Rent	Util.
MGR	1	3	100%	\$0	\$0
ELI HCD	1	1	20%	441	67
ELI HCD	4	2	20%	520	90
ELI HCD	2	3	20%	590	114
ELI/H-HOME	1	3	20%	590	114
60% PHLA	9	2	40%	1,130	90
60% PHLA	16	1	50%	1,203	67
60% PHLA	14	1	60%	1,457	67
60% PHLA	2	2	60%	1,740	90
H-HOME	14	2	50%	1,435	90
H-HOME	2	3	60%	2,000	114
H-HOME	9	2	60%	1,740	90
H-HOME	3	3	70%	2,143	114

Operating Expenses		
Expenses	Amount	Per Unit
Management	46,800	\$600
Administration	32,020	411
Salaries & Benefits	225,000	2,885
Maintenance	122,380	1,569
Utilities	88,000	1,128
Insurance	30,000	385
Taxes	13,500	173
Services	30,000	385
Reserves	23,400	300
Fees	0	0
<hr/>		
Totals	\$611,100	\$7,835

Assumptions		Assumptions	
TCAC Tiebreaker	40.21%	Con. Length	14
Site (acres)	0.00	CL Closing:	2/1/24
Debt Cov. Ratio	1.15	Est. Completion	4/1/25
Vacancy Factor	5.0%	Con. Loan	18,249,300
		Con. Int. Rate	8.80%

Printed on 3/29/23 at 1:31 PM

Version: 22.10.1

Updated by: David Paredes on 3/29/23

USES, EXPENSES AND CREDIT	Affordable Housing Access, Inc	TAMERLANE APTS.
77 units plus 1 mgr. unit		9% Credits
Acq Rehab		Non-Rural
PW Family project		QCT-No DDA-No

Development Uses				
Description	Amount	NC. Basis	Acq. Basis	Per Unit
Acquisition Cost	\$18,500,000	\$0	\$12,500,000	\$237,179
Appraisals	10,000	0	0	128
Birdge Loan Fees	288,304	0	0	3,696
Building Fees & Permits	406,000	406,000	0	5,205
Architectural & Engineering	850,000	850,000	0	10,897
Landscaping & Irrigation	390,000	390,000	0	5,000
Property Improvements	600,000	600,000	0	7,692
Residential Construction	10,530,000	10,530,000	0	135,000
General Conditions	691,200	691,200	0	8,862
Contractor's Overhead & Profit	921,600	921,600	0	11,815
Performance Bond	131,328	131,328	0	1,684
Construction Contingency	1,326,413	1,326,413	0	17,005
Developer Fee	2,200,000	2,200,000	0	28,205
Consulting	250,000	250,000	0	3,205
Construction Manager	250,000	250,000	0	3,205
Builders Risk Insurance	131,328	131,328	0	1,684
Accounting	80,000	60,000	0	1,026
Legal Fees	100,000	55,000	0	1,282
Relocation, Temporary	585,000	585,000	0	7,500
Market Study	15,000	15,000	0	192
Project Contingency	550,000	275,000	0	7,051
Marketing & Advertising	50,000	0	0	641
Capitalized Operating Reserve	279,475	0	0	3,583
Common Area Furnishings	70,000	70,000	0	897
Construction Period Interest	2,135,537	883,864	0	27,379
Construction Loan Fees	232,493	96,225	0	2,981
Permanent Loan Fees	66,108	0	0	848
TCAC Fees	128,245	0	0	1,644
Title and Recording	60,000	25,000	0	769
Totals	\$41,828,030	\$20,742,958	\$12,500,000	\$536,257

Operating Expenses		
Description	Amount	Per Unit
Property Management	\$46,800	\$600
Marketing	7,020	90
Audit	12,000	154
Legal	5,000	64
Office Expenses	8,000	103
On-site Manager	80,000	1,026
Assistant Manager	40,000	513
Maintenance Personnel	60,000	769
Payroll Taxes	15,000	192
Insurance	15,000	192
Workers Compensation	15,000	192
Supplies	45,000	577
Repairs Contract	35,000	449
Pest Control	14,000	179
Grounds Contract	20,000	256
Interior Painting	8,380	107
Trash Removal	18,000	231
Electricity	14,000	179
Water & Sewer	48,000	615
Gas	8,000	103
Property & Liability Ins.	30,000	385
Business Taxes & License	1,800	23
Real Estate Taxes	11,700	150
Social Services	30,000	385
Replacement Reserves	23,400	300
Total	\$611,100	\$7,835
Construction Loan to Cost		
Construction Loan	18,249,300	
Total Project Cost	41,828,030	= 43.63%
Under 80% LTC by	15,213,123	

Tax Credit Calculation			
	9% Federal	Acq. Fed.	State
Eligible Basis	20,742,958	12,500,000	
Excluded	0	0	
Unadjusted	20,742,958	12,500,000	20,742,958
Basis Limit	41,520,888		
Boost	100%	100%	
Adjusted	20,742,958	12,500,000	
Applicable	100.0%	100.0%	100.0%
Qualified	20,742,958	12,500,000	20,742,958
Reduction	0	0	
Adj. Qualified	20,742,958	12,500,000	
Rate Factor	9.00%	4.00%	30.00%
Annual Credits	2,366,866	500,000	
Federal Credits	23,668,660	State Credits	3,213,887
Credit Price	0.85		0.80
Proceeds	20,116,349		2,570,853
Total	\$22,687,202		

Printed on 3/29/23 at 1:31 PM

Version: 22.10.1

Updated by: David Paredes on 3/29/23

Exhibit C
Page | 4

CASH FLOW YR 1-10	Affordable Housing Access, Inc										TAMERLANE APTS.
77 units plus 1 mgr. unit											9% Credits
Acq Rehab											Non-Rural
PW Family project											QCT-No DDA-No
Cash Flow											
Year	1	2	3	4	5	6	7	8	9	10	
Rental Income	1,245,206	1,276,337	1,308,245	1,340,951	1,374,475	1,408,837	1,444,058	1,480,159	1,517,163	1,555,092	
Other Income	11,550	11,839	12,135	12,438	12,749	13,068	13,394	13,729	14,073	14,424	
Vacancy Loss	62,838	64,409	66,019	67,669	69,361	71,095	72,873	74,694	76,562	78,476	
Adjusted Gross Income	1,193,919	1,223,767	1,254,361	1,285,720	1,317,863	1,350,809	1,384,580	1,419,194	1,454,674	1,491,041	
Standard Expenses	544,200	563,247	582,961	603,364	624,482	646,339	668,961	692,374	716,607	741,689	
Property Taxes	13,500	13,770	14,045	14,326	14,613	14,905	15,203	15,507	15,817	16,134	
Supportive Services	30,000	30,750	31,519	32,307	33,114	33,942	34,791	35,661	36,552	37,466	
Replacement Reserves	23,400	23,634	23,870	24,109	24,350	24,594	24,840	25,088	25,339	25,592	
Total Expenses	611,100	631,401	652,395	674,106	696,559	719,780	743,794	768,630	794,316	820,881	
Perm Debt Service	506,799	506,799	506,799	506,799	506,799	506,799	506,799	506,799	506,799	506,799	
Total Debt Service	506,799	506,799	506,799	506,799	506,799	506,799	506,799	506,799	506,799	506,799	
Operating Reserve Balance	279,475	279,475	279,475	279,475	279,475	279,475	279,475	279,475	279,475	279,475	
Draws on Reserves	0	0	0	0	0	0	0	0	0	0	
Net Operating Income	582,819	592,366	601,966	611,613	621,303	631,029	640,785	650,564	660,358	670,160	
Debt Service Coverage	1.15	1.17	1.19	1.21	1.23	1.25	1.26	1.28	1.30	1.32	
Cash after Exp & DS	76,020	85,567	95,167	104,815	114,505	124,231	133,986	143,765	153,559	163,361	
LP Fee Balance	0	0	0	0	0	0	0	0	0	0	
LP Fee Due	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524	
LP Fee Paid	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524	
Cash Flow	71,020	80,417	89,862	99,351	108,877	118,434	128,016	137,616	147,225	156,837	
Deferred Developer Fee	4,751	0	0	0	0	0	0	0	0	0	
Dev. Fee Payments	4,751	0	0	0	0	0	0	0	0	0	
Cash Flow	66,268	80,417	89,862	99,351	108,877	118,434	128,016	137,616	147,225	156,837	

Exhibit C
Page | 5

CASH FLOW YR 11-20		Affordable Housing Access, Inc									TAMERLANE APTS.
77 units plus 1 mgr. unit											9% Credits
Acq Rehab											Non-Rural
PW Family project											QCT-No DDA-No
Cash Flow											
Year	11	12	13	14	15	16	17	18	19	20	
Rental Income	1,593,969	1,633,819	1,674,664	1,716,531	1,759,444	1,803,430	1,848,516	1,894,729	1,942,097	1,990,649	
Other Income	14,785	15,155	15,533	15,922	16,320	16,728	17,146	17,575	18,014	18,464	
Vacancy Loss	80,438	82,449	84,510	86,623	88,788	91,008	93,283	95,615	98,006	100,456	
Adjusted Gross Income	1,528,317	1,566,525	1,605,688	1,645,830	1,686,976	1,729,150	1,772,379	1,816,688	1,862,106	1,908,658	
Standard Expenses	767,648	794,516	822,324	851,105	880,894	911,725	943,635	976,662	1,010,846	1,046,225	
Property Taxes	16,456	16,786	17,121	17,464	17,813	18,169	18,533	18,903	19,281	19,667	
Supportive Services	38,403	39,363	40,347	41,355	42,389	43,449	44,535	45,649	46,790	47,960	
Replacement Reserves	25,848	26,107	26,368	26,631	26,898	27,167	27,438	27,713	27,990	28,270	
Total Expenses	848,355	876,770	906,159	936,555	967,993	1,000,510	1,034,141	1,068,927	1,104,907	1,142,121	
Perm Debt Service	506,799	506,799	506,799	506,799	506,799	506,799	506,799	506,799	506,799	506,799	
Total Debt Service	506,799	506,799	506,799	506,799	506,799	506,799	506,799	506,799	506,799	506,799	
Operating Reserve Balance	279,475	279,475	279,475	279,475	279,475	279,475	279,475	279,475	279,475	279,475	
Draws on Reserves	0	0	0	0	0	0	0	0	0	0	
Net Operating Income	679,962	689,754	699,529	709,275	718,982	728,640	738,238	747,761	757,199	766,537	
Debt Service Coverage	1.34	1.36	1.38	1.40	1.42	1.44	1.46	1.48	1.49	1.51	
Cash after Exp & DS	173,163	182,956	192,730	202,476	212,183	221,842	231,439	240,963	250,400	259,738	
LP Fee Balance	0	0	0	0	0	0	0	0	0	0	
LP Fee Due	6,720	6,921	7,129	7,343	7,563	7,790	8,024	8,264	8,512	8,768	
LP Fee Paid	6,720	6,921	7,129	7,343	7,563	7,790	8,024	8,264	8,512	8,768	
Cash Flow	166,443	176,034	185,601	195,133	204,621	214,052	223,415	232,698	241,888	250,970	
Deferred Developer Fee	0	0	0	0	0	0	0	0	0	0	
Dev. Fee Payments	0	0	0	0	0	0	0	0	0	0	
Cash Flow	166,443	176,034	185,601	195,133	204,621	214,052	223,415	232,698	241,888	250,970	

Exhibit D

Proposed Site Plan for New Tamerlane Project

(attached)



LEGEND

- 1 BEDROOM UNIT
- 2 BEDROOM UNIT
- 3 BEDROOM UNIT
- ♿ PROPOSED LOCATION OF MOBILITY UNIT
- ACCESSIBLE PATH OF TRAVEL
- 📶 PROPOSED LOCATION OF COMMUNICATIONS UNIT
- NEW STAIR / WALKWAY
- POTENTIAL NEW CONSTRUCTION FOR RESIDENT AVENUES
- ADDITIONAL PROPOSED STREET PARKING
- EXISTING OPEN SPACE
- PROPOSED OPPORTUNITY FOR ADDITIONAL OPEN SPACE
- ELEMENT TO BE REMOVED

78 TOTAL UNITS

31 1 BEDROOM UNITS
4 MOBILITY (10%)
2 COMMUNICATION (4%)

30 2 BEDROOM UNITS
4 MOBILITY (10%)
2 COMMUNICATION (4%)

9 3 BEDROOM UNITS
1 MOBILITY (10%)
1 COMMUNICATION (4%)




ENTITLED PARKING
80 RES. STALLS

PROPOSED PARKING
83 RES. STALLS
• 9 ACCESSIBLE
• 74 STANDARD

+6 STREET PARKING

KEYNOTES

1. DESIGN INTENT FOR TRASH ENCLOSURES, WITH FINISHES TO MATCH LANDSCAPE MATERIALS
2. DESIGN INTENT FOR MAIL BOXES TO REPAIR AT EXISTING LOCATIONS
3. DESIGN INTENT FOR UNIT DOORBELLS
4. WATER HEATER TO BE RELOCATED

1  **2**  **3** 

SCALE 1" = 20' 0 5 10 20 40

studioneleven
Long Beach, CA | 562.901.1500 | studio-111.com

Affordable Housing Access, Inc.
3920 Birch Street, Suite 103, Newport Beach, CA 92660

Tamerlane Drive
12131-12222 Tamerlane Drive, Garden Grove, CA 92840

Level 1 Plan

A0.51
23.036



LEGEND

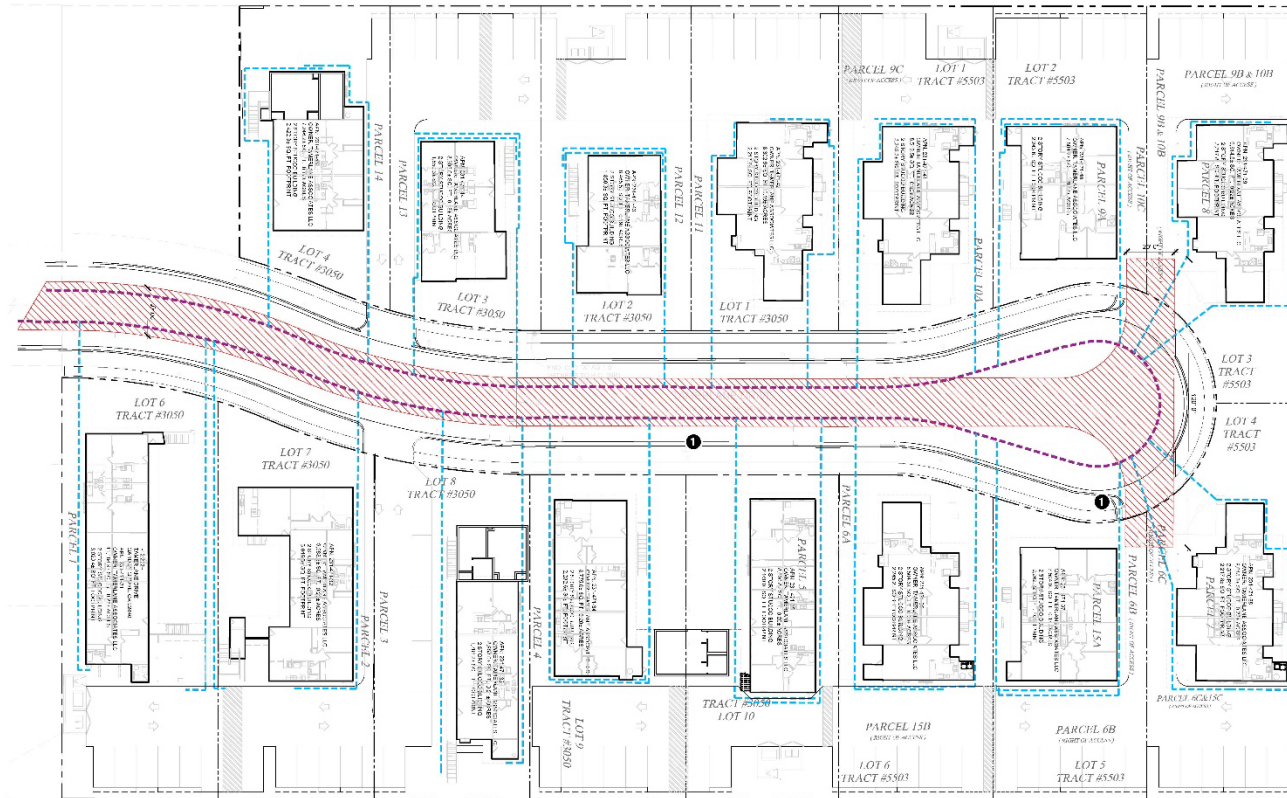
- 1 BEDROOM UNIT
- 2 BEDROOM UNIT
- 3 BEDROOM UNIT
- NEW STAIR / WALKWAY
- ELEMENT TO BE REMOVED

KEYNOTES

1. WALKWAY TO BRIDGE OVER PROPOSED NEIGHBORLY SPACE BUILDING. ELIMINATING N-H3 FOR 2 EXISTING STAIRS



<p>studioneleven Long Beach, CA 562.901.1500 studio-111.com</p>	<p>Affordable Housing Access, Inc. 3920 Birch Street, Suite 103, Newport Beach, CA 92660</p>	<p>Tamerlane Drive 12131-12222 Tamerlane Drive, Garden Grove, CA 92640</p>	<p>Level 2 Plan A0.51 23.036</p>
--	---	---	--

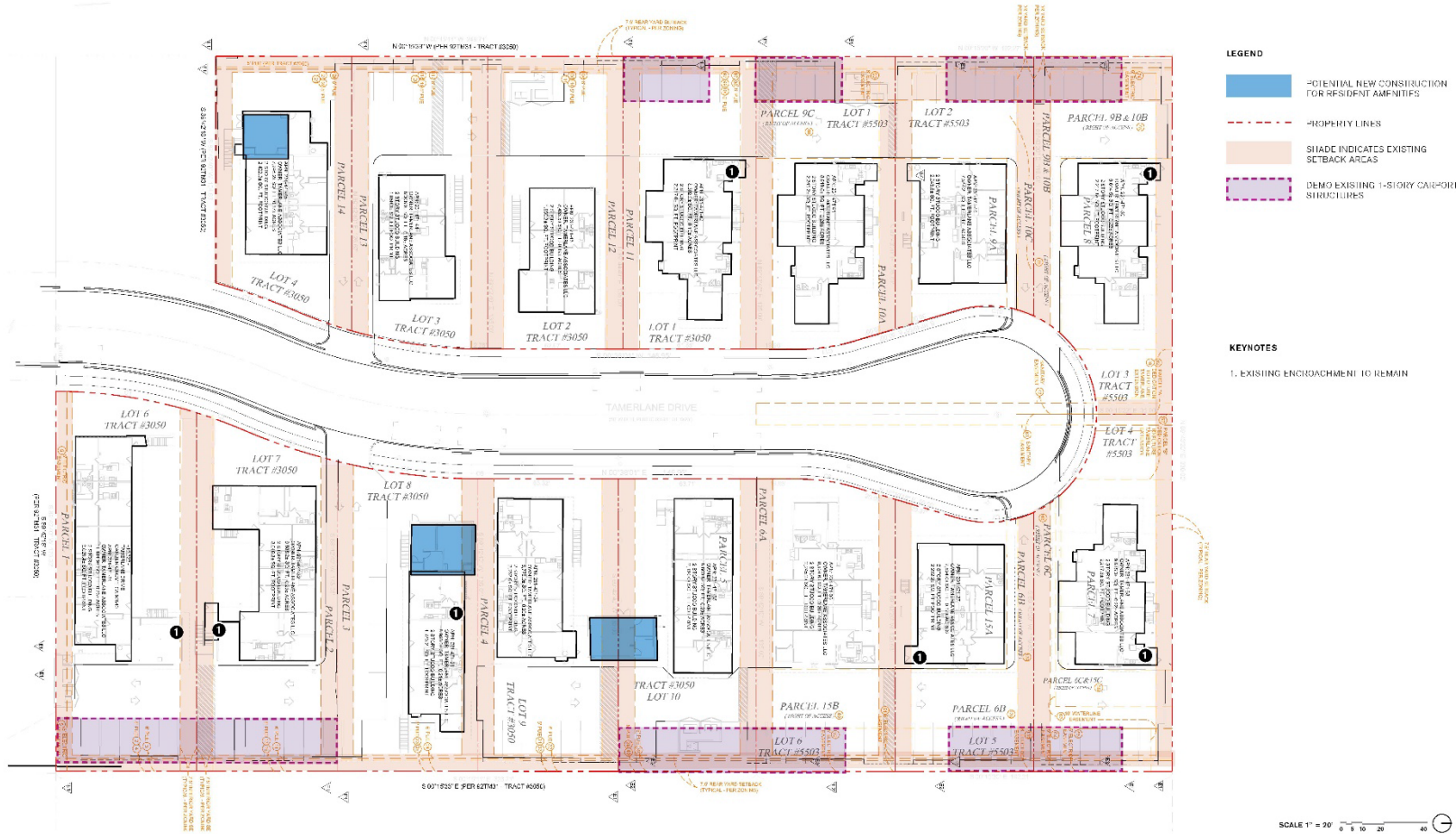


- LEGEND**
- POTENTIAL NEW CONSTRUCTION FOR RESIDENT AMENITIES
 - DISTANCE FROM CURB-FRONT PARALLEL PARKING (10'-0")
 - 150'-0" MAX. HOSE PULL
 - FIRE APPARATUS ACCESS PATH

- KEYNOTES**
- 1. FIRE HYDRANT LOCATION

SCALE 1" = 30'
0 5 10 20 40

<p>studioneleven Long Beach, CA 562.901.1500 studio-111.com</p>	<p>Affordable Housing Access, Inc. 3920 Birch Street, Suite 103, Newport Beach, CA 92660</p>	<p>Tamerlane Drive 12131-12222 Tamerlane Drive, Garden Grove, CA 92840</p>	<p>Fire Access Diagram</p>
			<p>A0.10 23.036</p>



studioneleven
Long Beach, CA | 562.901.1500 | studio-111.com

Affordable Housing Access, Inc.
3920 Birch Street, Suite 103, Newport Beach, CA 92660

Tamerlane Drive
12131-12222 Tamerlane Drive, Garden Grove, CA 92640

Setbacks Diagram

A0.11
23.036

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa Kim From: William E. Murray
Dept.: City Manager Dept.: Public Works
Subject: Award a contract to Sully- Miller Contracting Company, Date: 4/11/2023
for Acacia Neighborhood Improvements Project, which includes road, pavement and waterline improvements.
(Cost: \$6,988,665) (*Action Item*)

OBJECTIVE

For City Council to award a contract to Sully-Miller Contracting Company for Acacia Neighborhood Improvements project which includes Louise Street, Adelle Street, and Lorna Street from Garden Grove Boulevard to Stanford Avenue; Josephine Street from Anthony Avenue to Stanford Avenue; Acacia Avenue and Stanford Avenue from Dale Street to Josephine Street. It also includes pavement rehabilitation of Woolley Lane east of Josephine Street; Acacia Avenue and Anthony Avenue from Josephine Street to Magnolia Street.

The project also includes upgrades of approximately 120 old water service laterals and water meters within the vicinity.

BACKGROUND

The majority of streets within the project scope lack curbs, gutters, sidewalks, and driveway approaches and good pavement. New or replacement curb, gutter, sidewalk and driveway approaches are proposed for most streets except for those that already have those improvements. The pavement in this area will all be reconstructed to new condition. Additionally, this project includes pavement rehabilitation along Woolley Lane, Acacia Ave and Anthony Avenue.

The following is a partial listing of work items: clearing and grubbing, construction of new concrete curb and gutter, cross gutters, sidewalk, access ramps, and driveway approaches; roadway excavation and grading, reconstruction by full depth reclamation and new asphalt paving; street rehabilitation by cold milling and asphalt overlay; removal of existing water services, meters, and fire hydrants; and installation of new ones in their places.

DISCUSSION

Staff solicited bids for this project pursuant to Municipal Code Section 2.50.100. Three (3) qualified bids were received at the City Clerk's office by 11:00 a.m. on March 21, 2023. The bid amount from Sully-Miller Contracting Company, the lowest qualified contractor, is within the current project budget. The licenses and references of the contractor have been reviewed and verified by staff, and all other documentation is in order.

The anticipated contract schedule is as follows:

Milestone	Date
Award Contract	April 11, 2023
Begin Construction (estimated)	May 8, 2023
Complete Construction (estimated)	December 15, 2023

FINANCIAL IMPACT

There is no impact to the General Fund. These improvements were included in the Fiscal Year 2022-2023 Capital Improvement Plan budget and are funded by Community Development Block Grant (CDBG), Gas Tax, Measure M2, and Water funds.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to Sully-Miller Contracting Company, in the amount of \$6,988,665 for Acacia Neighborhood Improvements project; and
- Authorize the City Manager to execute the contract with Sully-Miller Contracting Company, and make minor modifications as appropriate on behalf of the City.

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

ATTACHMENTS:

Description	Upload Date	Type	File Name
ATTACHMENT 1: BID SUMMARY	3/28/2023	Backup Material	ATTACHMENT_1-_BID_SUMMARY.pdf
ATTACHMENT 2: SULLY-MILLER CONSTRUCTION AGREEMENT	3/28/2023	Agreement	ATTACHMENT_2-_SULLY-MILLER_CONSTRUCTION_AGREEMENT.pdf

ATTACHMENT 1

CITY OF GARDEN GROVE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

BID SUMMARY SHEET

FOR

ACACIA NEIGHBORHOOD IMPROVEMENTS PROJECT

BID OPENING DATE: March 21, 2023

TIME: 11:00 A.M.

ENGINEER'S ESTIMATE: \$ 7,020,400.00

<i>Bidder's Name</i>	<i>Total Bid</i>	<i>% Under/Over Engrs. Est</i>
Sully-Miller Contracting Co. 135 S. State College Blvd Ste 400 Brea, CA 92821	\$6,988,665.00	-0.45% Under
R.J. Noble Company 15505 E. Lincoln Avenue P.O. Box 620 Orange, CA 92856	\$7,076,240.00	+0.80% Over
Palp, Inc DBA Excel Paving 2230 Lemon Avenue Long Beach, CA 90806	\$7,689,880.00	+9.54% Over

SECTION 5 – AGREEMENT

C O N S T R U C T I O N A G R E E M E N T
SULLY-MILLER CONTRACTING COMPANY

THIS AGREEMENT is made this **11th day of April, 2023** by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY"), and **SULLY-MILLER CONTRACTING COMPANY**, hereinafter referred to as ("CONTRACTOR").

CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **ACACIA NEIGHBORHOOD IMPROVEMENTS, CITY PROJECT NO. CP1259000**.

CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

WHEREAS, the Federal Department of Housing and Urban Development is providing partial funding for this Contract to CITY through a Community Development Block Grant;

WHEREAS, CITY has solicited bids for a public works project, hereinafter referred to as "PROJECT," more fully described as ACACIA NEIGHBORHOOD IMPROVEMENTS, in the City of Garden Grove; and

CONTRACTOR has been selected to perform said services,

NOW, THEREFOR, in consideration of the promises and agreements hereinafter made and exchanged, the parties covenant and agree as follows:

1. STATEMENT OF WORK ACCEPTANCE OF RISK

CONTRACTOR shall complete and construct the PROJECT pursuant to this Agreement and the Contract Documents (as hereinafter defined) and furnish, at its own cost and expense, all labor, plans, tools, equipment, supplies, transportation, utilities and all other items, services and facilities necessary to complete and construct the PROJECT in a good and workmanlike manner.

CONTRACTOR agrees to fully assume the risk of all loss or damage arising out of the nature of the PROJECT, during its progress or prior to acceptance by CITY, from the action of the elements, from any unforeseen difficulties which may arise or be encountered in the prosecution of work, and for all other risks of any description in connection with the work, including, but not limited to, all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as are herein expressly stipulated to be borne by CITY, and for well and faithfully completing the work within the stipulated time and in the manner shown and described in this Agreement, and in accordance with the requirements of CITY for the compensation set forth in the accepted bid proposal.

2. ACCEPTANCE OF CONDITIONS OF WORK• PLANS AND SPECIFICATIONS

CONTRACTOR acknowledges that it is fully familiar with all the terms, conditions and obligations of this Agreement and the Contract Documents (as defined below in this Section), the location of the job site, and the conditions under which the work is to be performed, and that it enters into this Agreement based upon its thorough investigation of all such matters and is relying in no way upon any opinions or representations of CITY.

SECTION 5 – AGREEMENT

It is agreed that the Contract Documents are incorporated into this Agreement by this reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, shall be bound by the Contract Documents insofar as they relate in part or in any way, directly or indirectly, to the work covered by this Agreement.

"Contract Documents" as defined herein mean and include:

- A. This Agreement;
- B. Bonds covering the work herein agreed upon;
- C. The CITYs standard Plans and Specifications and special contractual provisions, including those on file in the office of the Director of Public Works of CITY and adopted by the City Council, and any revisions, amendments or addenda thereto;
- D. The edition of Standard Specifications for Public Works Construction, published by Builders' News, Inc., 10801 National Boulevard, Los Angeles, CA 90064, and all amendments thereto, written and promulgated by the Southern California chapter of the American Public Works Association and the Southern California District Associated General Contractors of the California Joint Cooperative Committee as specified in the particular Plans, Specifications, Special Provisions and Addenda applicable to the Project;
- E. All bid documents, including the Notice Inviting Bids, the Special Instructions to Bidders, the CONTRACTOR's proposal, (attached as Exhibit "A"), "Form HUD-4010," the Federal Labor Standards Provision of the United States (attached as Exhibit "B"), and "Standard Federal Equal Employment Opportunity Construction Contract Specifications," as established by Federal Executive Order 11246 (attached as Exhibit "C").
- F. The particular Plans, Specifications, Special Provisions and Addenda applicable to the PROJECT. Anything mentioned in the Specifications and not indicated in the Plans or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of a discrepancy between any Plans, Specifications, Special provisions, or Addenda, the matter shall be immediately submitted by CONTRACTOR to the Department of Public Works of CITY (hereinafter referred to as "DPW"), and CONTRACTOR shall not attempt to resolve or adjust the discrepancy without the decision of DPW, save only at its own risk and expense.

Should there be any conflict between the terms of this Agreement and the bid or proposal of CONTRACTOR, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid or proposal which is in conflict herewith.

3. COMPENSATION

CITY agrees to pay and CONTRACTOR agrees to accept as full compensation for the faithful performance of this Agreement, subject to any additions or deductions made under the provisions of this Agreement or the Contract Documents, a sum not to exceed **\$6,988,665.00 (\$Six Million Nine Hundred Eighty-Eight Thousand Six Hundred Sixty-Five Dollars and No Cents)**, as set forth in the Contract Documents, to be paid as provided in this Agreement.

4. COMMENCEMENT OF PROJECT

SECTION 5 – AGREEMENT

CONTRACTOR agrees to commence the PROJECT within ten (10) working days after the Notice to Proceed is issued and diligently prosecute the PROJECT to completion within **One Hundred Fifty (150) working days** from the day the Notice to Proceed is issued by DPW, excluding delays provided for in this Agreement.

5. TIME OF THE ESSENCE

The parties hereto recognize and agree that time is of the essence in the performance of this Agreement and each and every provision of the Contract Documents.

CONTRACTOR shall prepare and obtain approval as required by the Contract Documents for all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of its work in conformance with the progress schedule set forth in the Contract Documents. CONTRACTOR shall coordinate its work with the work of all other contractors, subcontractors, and CITY forces working on the PROJECT in a manner that will facilitate the efficient completion of the PROJECT and in accordance with the terms and provisions of this Agreement. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time and order in which the various portions of the work shall be performed and the priority of the work of other contractors, subcontractors and CITY forces and, in general, all matters concerning the timely and orderly conduct of the work of CONTRACTOR on the premises.

6. CHANGES

CONTRACTOR shall adhere strictly to the plans and specifications set forth in the Contract Documents unless a change therefrom is authorized in writing by DPW. CONTRACTOR agrees to make any and all changes, furnish materials and perform all work necessary within the scope of the PROJECT as DPW may require in writing. Under no condition shall CONTRACTOR make any changes without the prior written order or acceptance of DPW, and CITY shall not pay any extra charges made by CONTRACTOR that have not been agreed upon in writing by DPW.

When directed to change the work, CONTRACTOR shall submit immediately to DPW a written cost proposal reflecting the effect of the change. Should DPW not agree to such cost proposal, the work shall be performed according to the changes ordered in writing by DPW and the proper cost thereof shall be negotiated by the parties upon cost and pricing data submitted by CONTRACTOR; thereupon, CITY will promptly issue an adjusted change order to CONTRACTOR and the Agreement price will be adjusted upward or downward accordingly.

7. NOTICE TO PROCEED

No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to CONTRACTOR by CITY. CITY does not warrant that the work will be available on the date the Notice to Proceed is issued. In the event of a delay in commencement of the work due to unavailability of the job site, for any reason, relief to CONTRACTOR shall be limited to a time extension equal to the delay due to such unavailability.

8. BONDS

CONTRACTOR shall, prior to entering into performance of this Agreement, furnish a performance bond, on the CITY's bond form in the amount of one hundred percent (100%) of the Contract price, to guarantee the faithful performance of the work, and a payment bond, on the CITY's form in the amount of one hundred percent (100%) of the Contract price, to guarantee payment of all

SECTION 5 – AGREEMENT

claims for labor and materials furnished. Bonds submitted on any form other than the CITY's form will be rejected. The required bonds shall be from a surety licensed to do business in the State of California and with a current A.M. Best's rating of A-, VII. This Contract shall not become effective until such bonds are supplied and approved by the CITY.

In addition, CONTRACTOR shall submit to CITY a bond in the amount of one hundred percent (100%) of the final Agreement price, including all change orders, to warrant such performance for a period of one (1) year after CITY's acceptance thereof within ten (10) days of filing of the Notice of Completion.

9. WARRANTIES

The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY's designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances of this Contract or state law and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

10. INDEPENDENT CONTRACTOR

It is understood and agreed that CONTRACTOR is, and shall be, acting at all times hereunder as an independent contractor and not an employee of CITY. CONTRACTOR shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONTRACTOR and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services performed hereunder.

11. LIQUIDATED DAMAGES/DELAYS

It is agreed by the parties hereto that in case the total work called for hereunder is not in all parts and requirements finished or completed within the number of calendar days as set forth herein, damage will be sustained by CITY; and that it is, and would be, impractical and extremely difficult to ascertain and determine the actual damage which CITY would sustain in the event of and by reason of such delay. It is, therefor, agreed that CONTRACTOR will pay to CITY, as liquidated damages and not as a penalty, the sum of ***Five Thousand Dollars (\$ 5,000.00)*** per each calendar days delay in completing the work in excess of the number of working/calendar days set forth herein, which represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable damages CITY would sustain in the event of and by reason of such delay; and CONTRACTOR agrees to pay these damages herein provided, and further agrees that CITY may deduct the amount thereof from any monies due or that may become due to CONTRACTOR hereunder.

SECTION 5 – AGREEMENT

For projects on the National Highway System (NHS), the local formula for liquidated damages will be provided.

CONTRACTOR will be granted an extension of time and will not be assessed damages for any portion of the delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including, but not limited to, acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, unsuitable weather, or delays of subcontractors due to such causes.

CONTRACTOR shall, within fifteen (15) days from the beginning of any such delay (unless DPW shall grant a further period of time), notify DPW in writing of the cause of the delay and CITY shall extend the time for completing the work if, in its judgment, the findings of fact thereon justify the delay; and the decision of DPW shall be conclusive on the parties hereto.

Should CONTRACTOR be delayed in the prosecution or completion of the work by the act, neglect or default of CITY, or should CONTRACTOR be delayed by waiting for materials required by this Agreement to be furnished by CITY, or by damage caused by fire or other casualty at the job site for which CONTRACTOR is not responsible, or by the combined action of the workers, in no way caused by or resulting from default or collusion on the part of CONTRACTOR, or in the event of a lockout by CITY, then the time herein fixed for the completion of the work shall be extended by the number of days CONTRACTOR has thus been delayed, but no allowance or extension shall be made unless a claim therefor is presented in writing to CITY within fifteen (15) days of the commencement of such delay.

No claims for additional compensation or damages for delays, irrespective of the cause thereof, and including without limitation the furnishing of materials by CITY or delays by other contractors or subcontractors, will be allowed and an extension of time for completion shall be the sole remedy of CONTRACTOR.

12. DEMANDS FOR ADDITIONAL TIME OR MONEY

A. Definitions.

(1) "Change Order" means a document signed by the CONTRACTOR and CITY which authorizes an addition, deletion or revision in the work, or an adjustment in the Compensation under Section 3, or the Completion Time specified at Section 4.

(2) "Demand" means a written demand for a Change Order by the CONTRACTOR for any of the following:

- (a) A time extension;
- (b) Payment of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to this Agreement and payment of which is not expressly permitted pursuant to Section 3 of this Agreement;
- (c) Payment of an amount the CITY disputes;
- (d) Any disputes and other matters relating to the acceptability of the work performed or the interpretation of the Contract Documents;
- (e) A request for a time extension or additional payment based upon differing site conditions, such as subsurface or latent physical conditions at the job site differing materially from those indicated in this Agreement or the Contract Documents, or unknown physical

SECTION 5 – AGREEMENT

conditions at the job site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent to work of the PROJECT; or

(f) A request for a time extension or additional payment based upon acts of neglect by CITY or due to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

B. A Demand for a time extension or payment of money or damages may only be granted by a Change Order.

C. No Change Order may be granted except where the Contractor has submitted a Demand to the DPW (or his or her written designee). All Demands shall be submitted promptly, but in no event later than thirty (30) days after the occurrence of the event giving rise to the Demand. The Demand shall be in writing and include all documents necessary to substantiate the Demand. The DPW shall act on the Demand within fifteen (15) days after receipt, including by requesting additional information from the CONTRACTOR to determine whether to approve the Change Order the Demand seeks. The DPW shall act on the Demand within fifteen (15) days after receipt of the additional information or within a period of time no greater than the time the CONTRACTOR took to produce the additional information requested, whichever is greater.

D. Notwithstanding the thirty (30) days to submit a Demand under Subparagraph C, in the case of differing or unknown site conditions, immediately upon encountering the conditions, CONTRACTOR shall notify the DPW in writing of the conditions, so that the CITY may promptly investigate the conditions.

E. If the CONTRACTOR disputes the DPW's written response on the Demand, or the CITY fails to respond within the time prescribed, the CONTRACTOR may so notify the City Engineer, in writing, either within fifteen (15) days of receipt of the City Engineer's response or within fifteen (15) days of the DPW's failure to respond within the time prescribed, respectively, and request an informal conference to meet and confer for settlement of the Demand. Upon the CONTRACTOR's request, the DPW shall schedule a meet and confer conference within thirty (30) days to seek to resolve.

F. CITY and CONTRACTOR shall execute appropriate Change Orders covering changes to the time or price by executing the Change Order by mutual agreement. If the CITY and CONTRACTOR are unable to reach a mutual agreement, then the City Engineer shall issue a written decision on the claim within a reasonable time.

G. Following the meet and confer conference, if the Demand remains in dispute, the CONTRACTOR may file a claim with the City as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the time the CONTRACTOR submits his or her Demand until the Demand is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

13. VARIATIONS IN ESTIMATED QUANTITIES

The quantities listed in the bid schedule will not govern final payment. Payment to CONTRACTOR will be made only for the actual quantities of Agreement items used in construction of the PROJECT, in accordance with the plans and specifications. Upon completion of the PROJECT, if the actual quantities used are either more than or less than the quantities listed in the bid schedule, the bid price shall prevail subject to the provisions of this Section. DPW may, at its sole discretion, when warranted by the facts and circumstances, order an equitable adjustment, upwards or downwards, in payment to CONTRACTOR where the actual quantities used in construction of the PROJECT are in variation to the quantities listed in the bid schedule. No claim by CONTRACTOR for an equitable

SECTION 5 – AGREEMENT

adjustment in price or time for completion shall be allowed if asserted after final payment under this Agreement. If the quantity variation is such as to cause an increase in the time necessary for completion, DPW shall ascertain the facts and circumstances and make such adjustment for extending the completion date as in its sole judgment the findings warrant.

14. PROGRESS PAYMENTS

Each month DPW will make an estimate in writing of the work performed by CONTRACTOR and the value thereof. From each progress estimate, five percent (5%) will be deducted and retained by CITY and the remainder of the progress estimate, less the amount of all previous payments since commencement of the work, will be paid to CONTRACTOR.

When CONTRACTOR has, in the judgment of DPW, faithfully executed fifty percent (50%) or more of the value of the work as determined from the bid schedule, and if DPW finds that satisfactory progress has been and is being made, CONTRACTOR may be paid such sum as will bring the payments of each month up to one hundred percent (100%) of the value of the work completed since the commencement of the PROJECT, as determined in its sole discretion by DPW, less all previous payments and less all previous retained amounts.

CITY's final payment to CONTRACTOR, if unencumbered, or any part thereof unencumbered, shall be made thirty (30) days after the acceptance of the work and the filing of a Notice of Completion by CITY. Provided, however, that in the event of a dispute between CITY and CONTRACTOR, CITY may withhold from the final payment an amount not to exceed 150 percent of the value of any disputed amount of work. Payments shall be made on demands drawn in the manner required by law, each payment to be accompanied by a certificate signed by DPW, affirming that the work for which payment is demanded has been performed in accordance with the terms of the Agreement and that the amount stated in the certificate is due under the terms of the Agreement. Partial payments on the contract price shall not be considered as an acceptance of any part of the work.

15. WITHHELD CONTRACT FUNDS SUBSTITUTION OF SECURITIES

At the request and at the sole cost and expense of CONTRACTOR, who shall retain beneficial ownership and receive interest, if any thereon, CITY shall permit the substitution and deposit therewith of securities equivalent to the amount of any monies withheld by CITY to ensure performance under the terms of this Agreement.

16. AFFIDAVITS OF SATISFACTION OF CLAIMS

After the completion of the work contemplated by this Agreement, CONTRACTOR shall file with DPW its affidavit stating that all workers and persons employed, all firms supplying materials and all subcontractors working upon the PROJECT have been paid in full and that there are no claims outstanding against the PROJECT for either labor or material, except certain items, if any, to be set forth in CONTRACTOR's affidavit covering disputed claims, or items in connection with Notices to Withhold, which have been filed under the provisions of the statutes of the State of California.

17. WAIVER OF CLAIMS

The acceptance by CONTRACTOR of the payment of the final certificate shall constitute a waiver of all claims against CITY under or arising out of this Agreement.

SECTION 5 – AGREEMENT

18. RISK AND INDEMNIFICATION

All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep the CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the active negligence or willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

19. INSURANCE

COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a statement of obligation on the part of the carrier to notify the city of any material change, cancellation, or termination at least **thirty (30) days** in advance. A **waiver of subrogation** shall be provided by the insurer for **each policy** waiving subrogation against CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, Claims **made** and **modified occurrence** policies **shall not be accepted** for any policy. All Subcontractors shall be required to provide and maintain the same insurances as required of CONTRACTOR under this contract. CONTRACTOR shall be required to collect and maintain all required insurances from all Subcontractors.

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.

CONTRACTOR and all Subcontractors shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, and shall issue a waiver of subrogation.

Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

Additional Insured Endorsements, **ongoing and products-completed operations**, for the **Commercial General Liability policy**, including mobile equipment and not excluding XCU. Endorsements shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY. (**Form CG 20 26 07 04 & Form CG 20 37 07 04** or equivalent) (**Claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

SECTION 5 – AGREEMENT

An Additional Insured Endorsement for an **Automobile Liability** policy and shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional 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. (**Form CA 20 48 02 99** or equivalent) (**Claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

A Loss Payee Endorsement for the **Course of Construction** policy designating the City of Garden Grove as Loss Payee. (**Claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

In the event any of CONTRACTOR'S underlying policies do not meet policy limits as required here in, CONTRACTOR shall provide the schedule of underlying policies for a **follows form excess liability** policy, state that the excess policy follows form on the insurance certificate, and an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds. (**Claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

For any claims related to this Project, the CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, shall be excess of the CONTRACTOR's insurance and not contribute with it.

Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by CONTRACTOR under this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted and licensed in California and having a Best's Guide Rating of A-Class VII or better (claims made and modified occurrence policies are not acceptable):

SECTION 5 – AGREEMENT

Workers' Compensation	As required by the State of California.
Employer's Liability	Not less than \$1,000,000 per accident for bodily injury or disease.
Commercial General Liability (including on-going operations, products - completed operations, and mobile equipment, and not excluding XCU)	Not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage.
Automobile Liability, for all automobiles including non-owned and hired vehicles	Not less than \$2,000,000 combined single limit for bodily injury and property damage.
Course of Construction	Completed value of the project with no coinsurance penalty provisions.
Follows Form Excess Liability	Required for any underlying policy that does not meet the underlying policy limits required herein.

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

CITY or its representatives shall at all times have the right to inspect and receive a certified copy of all said policies of insurance, including certificates and endorsements at CONTRACTORS sole cost and expense. CONTRACTOR shall pay the premiums on the insurance hereinabove required.

20. **CALIFORNIA PREVAILING WAGE LAW AND FEDERAL DAVIS-BACON ACT.**

A. General Prevailing Rate. CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question."

SECTION 5 – AGREEMENT

B. Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770 1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

C. Apprentices. Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of specialty contractors not bidding for work through a general or prime contractor involve less than thirty thousand dollars (\$30,000.00).

D. Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one

E. Calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

F. Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports and cancelled checks for labors, every two weeks to the Engineer. Certified payroll and cancelled checks submittals are due one month after start of construction and every two weeks thereafter. If the certified payroll and cancelled checks are not submitted, the CONTRACTOR will be notified that compliance is required within five (5) working days or contract work must cease. The CITY will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to CONTRACTOR's failure to comply. Work shall be ceased in an orderly, safe fashion with all vehicle access restored. Should this not occur, CITY will correct the deficiencies and deduct the cost from funds due to the CONTRACTOR. In addition, no progress payment shall be made until the copies of certified payroll reports and cancelled checks are submitted.

G. Contractor Registration. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

SECTION 5 – AGREEMENT

H. Posting of Job Site Notices. CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a) (2).

I. Notice of DIR Compliance Monitoring and Enforcement. Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

21. TERMINATION

This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

Upon receipt of a termination action, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

Upon termination, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

22. DISPOSITION OF PLANS ESTIMATES AND OTHER DOCUMENTS

CONTRACTOR agrees that upon completion of the work to be performed hereunder, or upon expiration or earlier termination of this Agreement, all original plans, specifications, drawings, reports, calculations, maps and other documents pertaining to this Agreement shall be delivered to CITY and become its sole property at no further cost.

23. NONASSIGNABILITY

CONTRACTOR shall not sell, assign, transfer, convey or encumber this Agreement, or any part hereof, or any right or duty created herein, without the prior written consent of CITY and the surety.

24. CITY EMPLOYEES AND OFFICIALS

CONTRACTOR shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the California Government Code.

SECTION 5 – AGREEMENT

25. STOP NOTICES• RECOVERY OF ADMINISTRATIVE COSTS

CITY shall be entitled to all reasonable administrative costs and necessary disbursements arising out of the processing of Stop Notices, Notices to Withhold, or any similar legal document. This obligation shall be provided for in the labor and materials payment bond required of CONTRACTOR. CITY may charge an administrative fee of One Hundred Dollars (\$100) for every Stop Notice filed in excess of two (2), regardless of whether or not CITY is named in an action to enforce such stop notices. CITY may set off any unreimbursed cost or expense so incurred against any sum or sums owed by CITY to CONTRACTOR under this Agreement.

26. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below; provided that CITY and CONTRACTOR, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent:

TO CITY:

City of Garden Grove
ATTN: Mike Santos
11222 Acacia Parkway
Garden Grove, CA 92840
(714) 741-5179 Phone
(714) 741-5578 Fax

TO CONTRACTOR:

Sully-Miller Contracting Company
Scott Bottomley, Vice President
135 S. State College Blvd Ste 400
Brea, CA 92821
(714) 578-9600 Ofc
(714) 578-9672 Fax

27. SECTION HEADINGS

The titles, captions, section, paragraph, and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

28. IMMIGRATION

CONTRACTOR shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the Immigration Reform and Control Act of 1978 (8 USC Section 1324a) regarding employment verification.

29. ATTORNEY'S FEES

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each shall bear its own attorneys' fees, costs and necessary disbursements. Notwithstanding the foregoing, if any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

SECTION 5 – AGREEMENT

30. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

31. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California and venue shall be in Orange County.

32. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

33. CONSENT

Where CITYs consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be consent/approval to any subsequent occurrence of the same or any other transaction or event.

34. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

CONTRACTOR agrees to comply with all requirements and utilize fair employment practices in accordance with California Government Code Sections 12900 et seq.

35. SIGNATORIES

Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

36. ENTIRETY

The foregoing, and Exhibits "A" through "C" attached hereto, set forth the entire Agreement between the parties. No waiver or modification of this Agreement shall be valid unless in writing duly executed by both parties..

SECTION 5 – AGREEMENT

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiations, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement.

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from

the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed

under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is

normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____

Lisa Kim
City Manager

ATTEST:

City Clerk

Date: _____

"

"CONTRACTOR"

SULLY-MILLER CONTRACTING COMPANY

CONTRACTOR'S State License No. **747612**

Expiration Date: 03/31/2024

CONTRACTOR'S DIR No. 1000003664

Attach a copy of your DIR Certificate.

By:

Title: _____

Date: _____

APPROVED AS TO FORM:

Garden Grove City Attorney

Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required.

EXHIBIT B

(Form HUD-4010, the Federal Labor Standards Provision of the United States)
Federal Labor Standards Provisions U.S. Department of Housing and Urban Development
Office of Labor Relations

1 Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide

fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR.

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1)The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)The classification is utilized in the area by the construction industry; and
- (3)The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour

Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 3D-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215* 0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advice HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (l)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described

in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals, Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number)- The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsors or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-01 49.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(II)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3-(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

Expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(i) Trainees- Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved-

(ii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs I through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.1 2.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24. (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C- 1001 . Additionally, U.S- Criminal Code, Section 1 01 0, Title 1 8, U.S.Cs, "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of influencing in any way the action of such Administration. makes, utters or publishes any statement knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both-

II . Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer. .

B. Contract Work Hours and Safety Standards Act The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000- As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is

employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions

EXHIBIT C

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

(EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
 - b. "Director" means Director, Office of Federal Contract Act Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority.
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the black African racial groups . not of Hispanic origin)
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban Central or South American, or other Spanish Culture or origin, regardless of race)
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands)
 - (iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification)
2. Whenever the Contractor or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade, it must physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice that contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through as association, its affirmative action obligations on all work in the Plan area (including goals and timetables) must be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the Equal Employment Opportunity (EEO) Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.

SECTION 5 - AGREEMENT (Continued)

4. The Contractor must implement the specific affirmative action standards provided in Section VII, Paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female tuition that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract must apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women will excuse the Contractors obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor must take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractors compliance with these specifications must be based upon its effort to achieve maximum results from its actions. The Contractor must document these efforts fully and must implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all sites at which the Contractors employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor must specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant; and minority and female referral from a union, a recruitment source or community organization; and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor; this must be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

SECTION 5 - AGREEMENT (Continued)

- d. Provide immediate written notification to the director when the union or unions with which the Contractor has a collective bargaining agreement have not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities or participate in training programs for the area that expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor must provide notice of these programs to the sources compiled under Section VII 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assessment, layoff, termination, or their employment decisions, including specific review of these items with onsite supervisory personnel such as superintendents, general foreman etc., prior to the initiation of construction work at any job site. A written record must be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations: to schools with minorities and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other training by any recruitment sources, the Contractor must send written notification to organizations such as the above, describing the openings, screening procedure, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

SECTION 5 - AGREEMENT (Continued)

1. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classification work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities must be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of the affirmative action obligations (Section VII 7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other share group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Section VII 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractors minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation will not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive order if a specific minority group of women is underutilized).
10. The Contractor must not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor must not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 1 1246.
12. The Contractor must carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties will be in violation of these specifications and Executive Order 11246, as amended.

SECTION 5 - AGREEMENT (Continued)

13. The Contractor must designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records must at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records must be maintained in an easy understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors will not be required to maintain separate records.
14. The Contractor, in fulfilling its obligations under these specifications, must implement specific affirmative action steps, at least as extensive as those standards prescribed in Section VII 7, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive order, the implementing regulations, or these specifications, the director will proceed in accordance with 41 CFR Section 604.8.
15. Nothing herein provided will be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Adoption of a Proclamation Date: 4/11/2023
recognizing April as Good
Neighbor Shared Air
Awareness Month as
requested by the City
Council. (*Action Item*)

At the City Council Meeting on March 28, 2023, the City Council voted to list a Proclamation supporting and recognizing April as Good Neighbor Shared Air Awareness Month. Attached is the proclamation recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	4/6/2023	Proclamation	4-11-23_Waymakers.pdf

Proclamation

Good Neighbor Shared Air Awareness Month (Smoke-Free in Multi-Unit Housing)

WHEREAS, the American Public Health Association has designated the week of April 3-9, 2023 as 'National Public Health Week' to share public health topics important to friends, family and community members;

WHEREAS, second hand smoke poses serious health threats to children and adults. For residents of multi-unit housing (e.g., apartment buildings and condominiums), secondhand smoke can be a major concern. It can migrate from other units and common areas and travel through doorways, cracks in walls, electrical lines, plumbing, and ventilation systems;

WHEREAS, California residents are protected from secondhand smoke in virtually all workplaces and public places including outdoor venues;

WHEREAS, Garden Grove has the distinction of having one of the lowest per capita smoking rates at 5.6 percent throughout California, and is committed to further lowering the per capita smoking rate by supporting, educating, and referring residents to cessation programs and services;

WHEREAS, 31.2 percent of households in Garden Grove live in multi-unit housing, yet the number of voluntary smoke-free residential multi-unit housing is limited;

WHEREAS, surveys indicate a significant number of Garden Grove residents living in multi-unit housing are vulnerable to being exposed to secondhand smoke with 84 percent of residents preferring to live in a smoke-free environment if the choice existed;

WHEREAS, a 'Good Neighbor' effort to increase smoke-free multi-unit housing options will reduce the number of residents involuntarily exposed to secondhand smoke that will positively impact overall health outcomes, especially for those with chronic diseases; and

WHEREAS, the American Lung Association, American Heart Association, American Cancer Society and key multi-unit housing stakeholders are working to educate and raise awareness of the demand for smoke-free options among housing providers.

NOW, THEREFORE, the Garden Grove City Council does hereby proclaim April 2023 as Good Neighbor Shared Air Awareness Month, and hereby recognizes the need to promote awareness and services to help residents quit smoking and encourage those continuing smokers to refrain from smoking within any shared housing or public common areas.

April 11, 2023