



## AGENDA

Garden Grove City  
Council

Tuesday, June 13, 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

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**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 Pacifica High School's Varsity Softball team for winning the CIF Southern Section Division 1 Championship.
- 1.b. Community Spotlight in recognition of Pacifica High School's NJROTC program for their history-making placement at the NJROTC Nationals.

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

#### 3. WRITTEN COMMUNICATIONS

- 3.a. Consideration of a written request from the Korean Festival Committee of Orange County to host the Arirang Festival at Garden Grove Park on October 12, 2023, through October 15, 2023. *(Action Item)*
- 3.b. Consideration of a written request from the Honoring Our Fallen Organization for approval of temporary closure of city streets for the Independence Day-Freedom Parade on Saturday, July 1, 2023. *(Action Item)*

### RECESS

### CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

### RECONVENE

#### 4. CONSENT ITEMS

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

- 4.a. Adoption of a Proclamation recognizing June 19th as Juneteenth



in Garden Grove. (*Action Item*)

- 4.b. Adoption of a Proclamation declaring June 20th as World Refugee Day in Garden Grove. (*Action Item*)
- 4.c. Award contracts to B&D Towing, dba Balcaceres and Davalos Towing, and Cylinder Enterprises Inc., dba Finish Line Towing to provide on-call towing services as needed by the Police Department. (*Action Item*)
- 4.d. Acceptance of grant funds from the California Board of State and Community Corrections (BSCC) for Police Officer Wellness programs. (Grant Funds: \$122,162.38) (*Action Item*)
- 4.e. Amendment to the Agreement with Woodruff & Smart to adjust the rates for City Attorney services. (Cost \$20,000) (*Action Item*)
- 4.f. Award a contract to U.S. Bank, N.A. for banking services for Fiscal Years 2023-24 through 2025-26. (Cost: \$79,000 per year) (*Action Item*)
- 4.g. Adoption of a Resolution Declaring a Surplus Land Exemption for real property located at 11390-11400 Stanford Avenue, Garden Grove. (*Action Item*)
- 4.h. Adoption of a Resolution for the Fiscal Year 2023-24 Project List Funded by Senate Bill 1 – The Road to Repair and Accountability Act of 2017. (*Action Item*)
- 4.i. Adoption of Resolutions for: Initiating Proceedings for the Levying of Fiscal Year 2023-24 Assessment for the City of Garden Grove Street Lighting District, Street Lighting District No. 99-1, and Park Maintenance District; the Engineer's Report; and Intention for Fixing a Time and Date to Conduct a Public Hearing. (*Action Item*)
- 4.j. Approval of the Fiscal Year 2023-24 Downtown Assessment District Budget; Adoption of a Resolution Initiating Proceedings for the Levying of Assessments for Fiscal Year 2023-24; Adoption of a Resolution Approving the Engineer's Report; and Adoption of a Resolution of Intention Fixing a Time and Date for a Public Hearing. (*Action Item*)
- 4.k. Approval of Fiscal Year 2023-24 Measure M2 Seven-Year Capital Improvement Plan; and adoption of a Resolution ensuring conformance of the City's Circulation Element with the Orange County Transportation Authority Master Plan of Arterial Highways in concurrence with the City's existing Mitigation Fee Program. (*Action Item*)
- 4.l. Approval of writing off certain delinquent obligations owed to the City as uncollectible debt. (*Action Item*)
- 4.m. Receive and file warrants. (*Action Item*)
- 4.n. Approval to waive full reading of ordinances listed. (*Action Item*)

5. PUBLIC HEARINGS

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

- 5.a. Adoption of Resolutions approving the biennial budget for Fiscal Year 2023-24 and Fiscal Year 2024-25. *(Action Item)*

6. COMMISSION/COMMITTEE MATTERS

- 6.a. Appointments to the Planning Commission to fill two vacancies. *(Action Item)*

7. ITEMS FOR CONSIDERATION

- 7.a. Introduction and first reading of an ordinance to adopt the Paramedic Tax Override Rate for Fiscal Year 2023-24  
Entitled: An Ordinance of the City Council of the City of Garden Grove establishing the amount of money for paramedic services that must be raised by an ad valorem tax override and the setting of the tax rate of said override. *(Action Item)*
- 7.b. Award a contract to RJ Noble Company to provide material, equipment, and labor for Residential Streets Rehabilitation 2023, City Project No. CP1362023. (Cost: \$1,213,545) *(Action Item)*

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

- 8.a. Update on the Civic Center Revitalization Project as requested by City Manager Kim.

9. ADJOURNMENT

The next Regular City Council Meeting is scheduled for Tuesday, June 27, 2023, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California 92840.

***Happy Birthday Council Member Klopfenstein***

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

|          |  |        |                    |
|----------|--|--------|--------------------|
| To:      | Lisa L. Kim  | From:  | John Montanez      |
| Dept.:   | City Manager   | Dept.: | Community Services |
| Subject: | Consideration of a written request from the Korean Festival Committee of Orange County to host the Arirang Festival at Garden Grove Park on October 12, 2023, through October 15, 2023. ( <i>Action Item</i> ) | Date:  | 6/13/2023          |

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**OBJECTIVE**

To transmit a written request on behalf of the Korean Festival Committee of Orange County (KFCOC) to conduct the Arirang Festival at Garden Grove Park, on Thursday, October 12, 2023 through Sunday, October 15, 2023.

**BACKGROUND**

For over 30 years, the Korean Chamber of Commerce of Orange County, the Korean Festival Foundation of Orange County, and more recently the KFCOC, have hosted the Annual Arirang Festival, formerly known as the Korean Festival in Garden Grove. The festivals were previously held at the Brookhurst Triangle, and in most recent years at the Garden Square parking lot on Garden Grove Boulevard.

**DISCUSSION**

Staff received a written proposal from the KFCOC to host the 39th Arirang Festival at Garden Grove Park beginning Thursday, October 12 through Sunday, October 15, 2023. The KFCOC is a non-profit organization that is in good standing with the Internal Revenue Service and the Secretary of State.

Attached is the proposed event layout for the four-day event that includes carnival rides, food, vendors, and traditional Korean entertainment and activities. If the KFCOC proposal is approved, staff will prepare a formal agreement between the City and the KFCOC. The agreement will include provisions related to the reimbursement for City support and all direct costs, reimbursement for loss revenue as a result of festival activities, allowable festival activities, traffic and parking plan, and insurance requirements.

## FINANCIAL IMPACT

Approval of the proposed Arirang Festival at Garden Grove Park will not have a financial impact to the City. The KFCOC would be required to reimburse the City for all of the direct costs incurred to support the Arirang Festival. The amount to be reimbursed by KFCOC has not yet been determined.

## RECOMMENDATION

It is recommended that the City Council:

- Consider the written proposal from the Korean Festival Committee of Orange County (KFCOC) to conduct the Arirang Festival at Garden Grove Park beginning Thursday, October 12 through Sunday, October 15, 2023; and
- If the Arirang Festival proposal is approved, authorize the City Manager to prepare and execute a formal agreement between the City and the KFCOC for the use of Garden Grove Park to conduct the Arirang Festival.

By: Janet Pelayo  
Community Services Manager

### **ATTACHMENTS:**

| <b>Description</b>   | <b>Upload Date</b> | <b>Type</b> | <b>File Name</b>                     |
|--|--------------------|-------------|--------------------------------------|
| Written Proposal from KFCOC for the Arirang Festival 2023        | 5/30/2023          | Cover Memo  | Arirang_Proposal_to_GG_Park_2023.pdf |
| Arirang Festival Proposed Event Layout and Activities at GG Park | 5/30/2023          | Cover Memo  | Project_Proposal_05_22_2023.pdf      |



May 9<sup>th</sup>, 2023

City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, Calif. 92840

To: John Montanez, Community Services Director  
Cc: Janet Pelayo, Community Services Manager

**Subject: Applying Permits for the 39<sup>th</sup> Arirang Festival in 2023**

Dear John Montanez,

The Korean Festival Committee of Orange County is very pleased to put our Korean Traditional & Culture Events (aka Arirang Festival of Orange County) to the City of Garden Grove. Especially for this year, we are very excited to have the festival with the Vietnamese community together.

We would like to apply for the permit for the 39th Arirang Festival year of 2023 in **Garden Grove Park, situated at 9301 Westminster Blvd., Garden Grove, CA 92844**. The Entertainment, Activity, and Carnival Ride will take place on October 12 (Thursday) through October 15th (Sunday) of 2023 for 4 days. The festival theme would be similar to the previous 38th Arirang Festival in the year 2022, though with additional emphasis on the K-POP contests and multicultural traditions.

The Korean Festival Committee of Orange County is a non-profit 501.C3 organization (Entity No: 1773101). We understand will be familiar with the contractual requirements that the City has set for the previous Korean Festival and will agree to such terms and conditions. The detailed program will be developed and submitted to the City of Garden Grove once our proposal is accepted. We are looking forward to your consideration & support.

Should you have further inquiries regarding the above-mentioned matter, please contact the underneath. You can also contact our project Manager Peter Kim direct at 714.726.7878 or email at [arirangfestival@gmail.com](mailto:arirangfestival@gmail.com).

Thank You.

Best regards,

Richard C. Jung / President  
Korean Festival Committee of Orange County  
Direct: 714.653.5010  
Email: [arirangfestival@gmail.com](mailto:arirangfestival@gmail.com)  
Web: [www.arirangfestival.org](http://www.arirangfestival.org)

# 2023 Arirang Festival Orange County

## Project Proposal

**Date: 05/22/2023**

### **Location, Date, and Hours**

- Garden Grove Park, Garden Grove, CA
- Oct. 12<sup>th</sup>, 2023 to Oct 15<sup>th</sup>, 2023 / Thursday to Sunday
- 10am to 10pm
- Plot map / prediction map is attached

### **Applicant Info**

- Arirang Festival of Orange County
- 7342 Orangethorpe Ave., #A227, Buena Park, CA 90621
- Peter Kim / 714-726-7878 / [arirangocfestival@gmail.com](mailto:arirangocfestival@gmail.com)

### **Number of expecting Participants**

- 100 vendors / 150 tents / 500 participants

### **Booth / Tent**

- Basic booth size is 10 ft. x 10 ft. x 150 tents (est.)
- Expecting 30 to 40 food vendors / planning to place them on west-side of the site which the water sources are located (need to be checked and confirmed with park manager or staff)

### **Number of expecting audience, spectator and observer**

- 2,000 people per hour average

### **Number of expecting vehicle**

- 100 per hour average

### **Carnival**

- Will be placed on east-side of the site which tours to the fens / divider of the site
- Expecting participants are 50 people per hour average

### **Stage**

- Expecting Stage size is 4 ft. High from the ground, 30 ft. Wide and 30 ft. Deep / Detailed Plan for the Stage will be provided later
- PA system and the Necessary Audio/Video Equipment will be placed at the Corner with the Main Control Room at the End of the Spectator Chairs.

### **Waste receptacles**

- The Waste Receptacles will be Placed Everywhere and the Festival Staffs and Volunteers continuously Monitor and Empty the Receptacles.

### **Bleachers**

- No Bleachers will be established.
- Expecting 300 Chairs will be provided for the Spectators in Front of the Main Stage.
- Tables and Chairs will be provided for the Food Court Area and the Beer Garden.

### **Parking control**

- Festival command center will have designated location on the event site for prompt response to any issues that may arise. Staffs and volunteers will communicate via handheld or similar devices for superior communication amongst.
- There will be Volunteers and Staffs who are Strictly Assigned to Assist the Parking and the Traffic inside the Park.
- The Street Parking, if necessary, Assistance Also will be provided by the Festival Committee.
- For the Parking needs Local Schools and Churches will be contacted for Additional Parking Spaces.

### **Security**

- Private security company will be hired / expecting 4 to 5 security guards will be dispatched during the festival and 5 to 6 security guards for night time security for vendors
- Private security company Info (planning to work with same company as 2022):
  - o Total Protection Group
  - o 13855 Struikman Rd., Cerritos, CA 90703
  - o 562-447-8931
  - o [www.tpgsecuritygroup.com](http://www.tpgsecuritygroup.com)
  - o Contact: victor Cantero

### **Activities:**

#### **10/12 Thursday**

6:00 pm            Pre-Festival Opening Event

#### **10/13 Friday**

10:00 am           Market Place Open  
04:00 pm           Traditional Korean Dance & Song Contest  
06:00 pm           Korean Marshall Arts, Tae Kwon Do demonstration  
06:30 pm           VIP Reception  
07:00 pm           Festival Opening Ceremony  
08:00 pm           K-Pop Contest 1<sup>st</sup> round  
10:00 pm           End

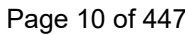
#### **10/14 Saturday**

10:00 am           Market Place Open  
01:00 pm           Youth Speech & Writing Contest, Traditional Games and Competitions  
04:00 pm           Youth Talents Show  
05:00 pm           K-Pop Contest & Performances  
10:00 pm           End

#### **10/15 Sunday**

10:00 am           Market Place Open  
03:00 pm           Talent Contest - Senior Citizens  
04:00 pm           Samul Nori, traditional percussion quartet  
05:00 pm           K-Pop Contest  
09:00 pm           Ending Ceremony  
10:00 pm           End

\*The above programs and schedules are projection and estimates. These can be changed later.





**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

|          |  |        |                    |
|----------|--|--------|--------------------|
| To:      | Lisa L. Kim  | From:  | John Montanez      |
| Dept.:   | City Manager   | Dept.: | Community Services |
| Subject: | Consideration of a written request from the Honoring Our Fallen Organization for approval of temporary closure of city streets for the Independence Day-Freedom Parade on Saturday, July 1, 2023. ( <i>Action Item</i> ) | Date:  | 6/13/2023          |

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**OBJECTIVE**

To transmit a letter from the Honoring Our Fallen non-profit organization that would like to request City Council approval for closure of city streets for the Independence Day-Freedom Parade on Saturday, July 1, 2023.

**BACKGROUND**

Staff met with residents from the Eastgate Park neighborhood, in Garden Grove, regarding golf cart parade activities in the community. Staff explained the community event and street closure permit process in order for residents to submit a request for a permitted first annual golf cart parade. Requirements include partnership with a local non-profit organization in good standing, insurance coverage, street closure approval, and reimbursement for any direct costs for city support.

**DISCUSSION**

The Honoring Our Fallen, a Garden Grove based non-profit organization, would like to request the City Council to approve the closure of City streets for the Independence Day-Freedom Parade on Saturday, July 1, 2023 at 3:30 p.m. Staff has confirmed that the organization is in good standing with the Internal Revenue Service and the Secretary of State.

The attached event route has been reviewed by the Police Department Traffic Division. Organizers anticipate approximately 150 golf carts participating in the parade. The Police Department staff and Public Works Streets Division will provide staff support for the closure of city streets during the event.

## FINANCIAL IMPACT

Approval of the Independence Day-Freedom Parade will not have an impact on the City's General Fund. The Honoring Our Fallen organization will reimburse the City for direct costs associated with the support of the event. The estimated cost for staff support and equipment use is approximately \$3,500, and is expected to be fully reimbursed.

## RECOMMENDATION

It is recommended that the City Council consider the written request from the Honoring Our Fallen organization for the Independence Day-Freedom Parade on Saturday, July 1, 2023.

By: Janet Pelayo  
Community Services Manager

### **ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> | <b>File Name</b>  |
|--------------------|--------------------|-------------|---|
| Letter of Request  | 5/30/2023          | Letter      | Letter_Request_Independence_Day_Freedom_Parade_2023.pdf |
| Golf Cart Route    | 5/30/2023          | Exhibit     | Independence_Day_Freedom_Parade_Route_07.01.23.pdf      |



Honoring Our Fallen  
Tax ID# 45-2303543

Dear Mayor and City Council Members:

- Honoring Our Fallen, a non-profit organization would like to request approval to temporarily close city streets for the first annual Independence Day-Freedom Parade.
- We have attached the proposed event route for July 1, 2023, at 3:30pm we anticipate 150 golf carts to participate.
- We're blessed with the opportunity to stand for something, for liberty and fairness. What's important isn't the fireworks, it's that we come together in our communities and celebrate our nation's freedom.
- We will work with sponsors and donors to pay for the city resources and additional funds to support Honoring Our Fallen programs and services.

Warmest Regards,

Laura Herzog  
714-904-0253  
[laura@honoringourfallen.org](mailto:laura@honoringourfallen.org)  
Founder, CEO

Honoring Our Fallen, Inc. | 12111 Saint Mark St. | Garden Grove, CA 92845 | [www.honoringourfallen.org](http://www.honoringourfallen.org)



# Golf Cart Parade





**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 recognizing June 19th as Juneteenth in Garden Grove. (*Action Item*) Date: 6/13/2023

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Attached is the annual Proclamation recognizing June 19th as Juneteenth in Garden Grove recommended for adoption.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b>  | <b>File Name</b>                         |
|--------------------|--------------------|--------------|--|
| Proclamation       | 6/6/2023           | Proclamation | 6-13-23_Proclamation_for_Junetheenth.pdf |

Proclamation  
June 19<sup>th</sup> as Juneteenth

WHEREAS, As stated within the preamble of the United States Declaration of Independence, *we are endowed by our Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness*; and

WHEREAS, President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring the slaves in the Confederate territory free, paving the way for the passing of the 13<sup>th</sup> Amendment that formally abolished slavery in the United States of America; and

WHEREAS, Word about the Emancipation Proclamation reached authorities and African-Americans in the South and Southwestern United States on June 19, 1865; and

WHEREAS, In 1996 the first legislation to recognize "Juneteenth Independence Day" was introduced in the U.S. House of Representatives, under H.J. Resolution 195; and

WHEREAS, In 1997 Congress recognized the day through Senate Joint Resolution 11 and House Joint Resolution 56; and

WHEREAS, June 19<sup>th</sup> has a special meaning to African-Americans, and is called "Juneteenth" combining the words June and Nineteenth, and has been celebrated by the African-American community for over 150 years.

NOW, THEREFORE, WE, the Garden Grove City Council, do hereby acknowledge and recognize the past struggles to end slavery in the United States in order to form a more perfect union, and to proclaim June 19<sup>th</sup> as Juneteenth in Garden Grove.

June 13, 2023

**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: 6/13/2023  
declaring June 20th as World  
Refugee Day in Garden  
Grove. (*Action Item*)

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Attached is an annual Proclamation recognizing June 20th as World Refugee Day recommended for adoption.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b>  | <b>File Name</b>                                    |
|--------------------|--------------------|--------------|---|
| Proclamation       | 6/6/2023           | Proclamation | 6-13-<br>23_Proclamation.World_Refugee_Day.2023.pdf |

## PROCLAMATION

### Honoring World Refugee Day 2023

- WHEREAS, World Refugee Day was held globally for the first time on June 20, 2001, commemorating the 50<sup>th</sup> anniversary of the 1951 Convention relating to the Status of Refugees.
- WHEREAS, this year's theme is: Be a Friend to refugees in your community;
- WHEREAS, World Refugee Day is a global day to commemorate the courage, strength, and determination of the women, men, and children who are forced to flee their homes under the threats of conflict, violence, and persecution;
- WHEREAS, At least 79.5 million people around the world have been forced to flee their homes. Among them are nearly 26 million refugees, around half of whom are under the age of 18;
- WHEREAS, children account for 40 percent of the refugee population in the world, millions of whom are unable to access basic services including education;
- WHEREAS, on World Refugee Day we recognize not only the challenges and uncertainty refugees face, but also their will to survive and rebuild their lives. Refugees have made invaluable contributions, expanding our worldviews and enriching our communities with their diverse traditions, perseverance, ingenuity, and hard-earned wisdom;
- WHEREAS, the Refugee Forum of Orange County (RFOC) was formed in 1976 as an umbrella group of organizations such as Access California Services, Cal Optima, World Relief, United Nations Association, Orange County Social Services, Orange County Health Care Agency, American Red Cross, Salvation Army, Heart of Mercy, Uplift Charity, Sabil USA, and individuals who work with refugees to assist with their successful resettlement in Orange County;
- WHEREAS, more than four decades, the rich diversity of refugees in Orange County included Vietnamese, Cambodians, Cham, Iraqis, Afghans, Syrians, Iranians, East Africans, Mexicans, Salvadorians, Cubans, and many other communities that have contributed to Orange County's economic and civic prosperity; and
- WHEREAS, refugees are public officials, entrepreneurs, doctors, lawyers, teachers, business owners, our neighbors and contributing citizens.

NOW, THEREFORE, BE IT PROCLAIMED, by the Garden Grove City Council that June 20th be officially recognized as World Refugee Day in Garden Grove.

June 13, 2023



**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

|          |   |        |               |
|----------|---|--------|---------------|
| To:      | Lisa L. Kim   | From:  | Amir El-Farra |
| Dept.:   | City Manager  | Dept.: | Police Chief  |
| Subject: | Award contracts to B&D Towing, dba Balcaceres and Davalos Towing, and Cylinder Enterprises Inc., dba Finish Line Towing to provide on-call towing services as needed by the Police Department. ( <i>Action Item</i> ) |        |               |
|          |   | Date:  | 6/13/2023     |

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**OBJECTIVE**

For the City Council to award contracts to B&D Towing, dba Balcaceres and Davalos Towing (B&D Towing), and Cylinder Enterprises Inc., dba Finish Line Towing (Finish Line Towing), in response to RFP No. S-1309 to provide the Police Department with on-call towing services.

**BACKGROUND**

The Police Department conducted a request for proposals (RFP No. S-1309) for the purpose of having multiple sources for on-call towing services. Police Officers respond to a variety of calls for service that often include abandoned vehicles, recovering stolen vehicles, processing arrestee's vehicles, and vehicles that have been in traffic collisions. Towing services are used consistently throughout the City for these types of calls for service, and timely services help to ensure the efficiency of the department's operations.

**DISCUSSION**

RFP No. S-1309 was issued in February 2023 to obtain proposals from more than one towing company for the most effective use of Police Officer's time when responding to calls when towing is needed. The proposals were received in May 2023 with a total of six tow companies that responded. Two of the six companies successfully completed the requirements outlined in RFP No. S-1309 as listed below:

- B&D Towing;

- Finish Line Towing.

### FINANCIAL IMPACT

There is no financial impact to the General Fund. Application fees listed in the contracts are collected to reimburse the costs incurred by the Police Department. Tow companies' charges to vehicle owners for vehicle recovery are subject to the approval of the Police Chief as outlined in the contracts.

### RECOMMENDATION

It is recommended that the City Council:

- Award contracts with a term of three years and two option years to B&D Towing, dba Balcaceres and Davalos Towing and Cylinder Enterprises Inc., dba Finish Line Towing to provide -call towing services as needed by the Police Department; and
- Authorize the City Manager or her designee to execute the contract, approve minor modifications as needed, and exercise the option to extend the contract on behalf of the City.

By: Sergeant Royce Wimmer

### **ATTACHMENTS:**

| <b>Description</b>        | <b>Upload Date</b> | <b>Type</b> | <b>File Name</b>                     |
|---------------------------|--------------------|-------------|--------------------------------------|
| B&D Tow Agreement         | 6/5/2023           | Agreement   | B.pdf                                |
| Finish Line Tow Agreement | 6/5/2023           | Agreement   | Finish_Line_Towing_Contract_2023.pdf |

## Contract for Police Rotational Towing and Storage Services

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **B & D Towing Inc., dba Balcaceres and Davalos Towing**, hereinafter referred to as "CONTRACTOR".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove CITY COUNCIL AUTHORIZATION, DATED \_\_\_\_\_.
2. CITY desires to utilize the services of CONTRACTOR to Provide Police Rotational Towing and Storage Services for the City Of Garden Grove On An On-Call Basis.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to provide such services.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term.** The term of the agreement shall be for a period of three (3) fiscal years from full execution of this agreement, with the option to extend the agreement for two (2) additional fiscal years, for a total performance period of five (5) fiscal years. Option years shall be exercised one (1) year at a time at the sole option of the CITY. All service shall be provided in accordance with the Scope of Work, Attachment, "A" which is incorporated herein by reference.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal and Scope of Work. The Proposal is incorporated herein by reference. The Proposal, Scope of Work, and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows: CONTRACTOR may charge vehicle owners the amount(s) not to exceed those charges approved by the City pursuant to the SCOPE OF WORK, attached herein as Attachment "A" and the AUTHORIZED TOWING AND STORAGE FEE SCHEDULE, attached herein as Attachment "B", which are incorporated herein by this reference.
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 a ***waiver of subrogation, for all policies, waiving subrogation against the City, its officers, officials, agents, employees, and volunteers.*** All insurance required by this contract shall remain in ***full force and effect*** for the ***duration*** of this agreement.

4.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.

4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain in full force and effect the following insurance for the duration of this Agreement:

- (a) Commercial general liability in an amount not less than \$5,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount not less than \$5,000,000 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.
- (c) On-Hook liability in an amount not less than \$200,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (d) Garage keepers legal liability, including Garage keepers extra legal liability/ Garage keepers direct in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (e) Excess liability coverage, following form to the underlying policies, shall be provided for any underlying policy that does not meet the insurance requirements set forth herein (claims made and modified occurrence policies are not acceptable.) Insurance companies must be acceptable to

CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

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

An Additional Insured Endorsement for the policy under section 4.3 (c), On-hook liability, 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 (d), Garage Keepers liability, including Garage keepers extra legal liability/Garage keepers direct, 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, and storage of vehicles. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

In the event any of CONTRACTOR'S underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide, under section 4.3(e) Excess liability, 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 follows form excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers as additional insureds.

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.

- 4.4 If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the term of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.
- 4.5 If the CITY reasonably determines that the amounts of insurance held by the CONTRACTOR pursuant to this Agreement are no longer sufficient, or that additional types of coverage are needed, the CONTRACTOR shall modify the existing coverage or obtain additional policies, as the CITY shall reasonably determine. All new policies shall be on the terms and conditions contained herein.
- 4.6 The CONTRACTOR shall annually within ten (10) days of the anniversary of the effective date of this Agreement and at any other time requested by CITY, provide to the CITY evidence that all insurance required pursuant to this Agreement continues to be in full force and effect.
- 4.7 If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.
5. **Non-Liability of Officials and Employees of the City.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** In performing services pursuant to this Agreement, CONTRACTOR shall at all times comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government, including the provisions of Chapter 5.52 of the Garden Grove Municipal Code, as such chapter may periodically be amended.

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.

IF TO CONTRACTOR:                      B & D Towing Inc., dba  
Balcaceres and Davalos Towing  
Attention: Efrain Davalos Jr., President  
1502 North Susan Street  
Santa Ana, CA 92703

IF TO CITY:                                      City Manager  
City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92840

WITH COPY TO:                                Garden Grove City Attorney  
11222 Acacia Parkway  
Garden Grove, CA 92840

10. **Contract Documents.** This Agreement shall include the requirements of Chapter 5.52 of the Garden Grove Municipal Code, as such chapter may periodically be amended, the Scope of Work, the CITY's Request for Proposals and the CONTRACTOR'S proposal which are each incorporated herein by reference. In the event of any inconsistency among these documents, the terms of this Agreement, Chapter 5.52 of the Garden Grove Municipal Code, the Scope of Work, the CITY's Request for Proposals and lastly the CONTRACTOR's Proposal shall, in that order, 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 or otherwise to perform the work. CONTRACTOR shall maintain in effect throughout the term of this Agreement all licenses and permits required to perform the services 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 are a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services

required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including but not limited to, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. This obligation shall also include payment of reasonable attorney fees and other litigation costs incurred by CITY. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, shall be due to the sole negligence or intentional 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. **Termination.**

- 17.1 This Agreement may be terminated by the CITY at any time during the initial three (3) year term, or the subsequent one-year terms, if extended, upon breach of this Agreement or violation of the provisions of Chapter 5.52 of the Garden Grove Municipal Code. In the event of termination for cause by the CITY, the CONTRACTOR shall be compensated for those services that have been fully and adequately completed and accepted by the CITY as of the date of termination. The CONTRACTOR shall provide documentation deemed adequate by the CITY to show the services actually completed by the CONTRACTOR prior to the effective date of termination. Termination of this Agreement for cause may be considered by the CITY in determining whether to enter into future contracts with CONTRACTOR.
- 17.2 This Agreement may also be terminated by the CITY without cause upon thirty (30) days notice. In the event that the CITY should terminate the Agreement without cause, the CONTRACTOR shall be entitled to payment



for services fully and adequately provided hereunder prior to the effective date of the termination. The CONTRACTOR shall provide documentation deemed adequate by the CITY to show the services actually completed by the CONTRACTOR prior to the effective date of termination.

- 17.3 In the event this Agreement is terminated as provided by this Section 17, the CITY may procure, upon such terms and in such manner as it deems appropriate, services similar to those terminated.
- 17.4 The rights and remedies of the parties provided in this Section 17 are in addition to any other rights and remedies provided by law or under this Agreement.
18. **Insolvency.** The CONTRACTOR shall not, without the prior written consent of CITY, suffer either the appointment of a receiver to take possession of all, or substantially all of the assets of the CONTRACTOR, or make a general assignment of such assets for the benefit of creditors. Any such action taken or suffered by the CONTRACTOR under any insolvency or bankruptcy proceeding constitutes a breach of contract by the CONTRACTOR, and all property assigned by the CITY for safe care shall be "released" by CONTRACTOR to another assigned service provider, as specified by the Chief of Police, with a reimbursement for towing, storage, and related fees, borne by the service provider assuming the new responsibility.
19. **Integration.** This Agreement fully expresses all understandings between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written understandings or agreements regarding the matters covered by this Agreement.
20. **Amendments.** No modification, amendment, addition to, deletion or alteration of the terms of this Agreement, whether written or oral, shall be valid unless made in writing and formally approved and executed by all parties.
21. **No Waiver.**
- 21.1 No delay or omission in the exercise of any right or remedy available hereunder shall impair such right or remedy or be construed as a waiver. Any waiver of any default or condition hereunder must be in writing and shall not be construed as a waiver of any other default concerning the same or any other provision of this Agreement.
- 21.2 The waiver by the CITY of any breach by the CONTRACTOR of any of the provisions of this Agreement, shall not constitute a continuing waiver or a waiver of any subsequent breach or default by the CONTRACTOR either of the same or a different provision of this Agreement.

22. **Third Party Beneficiaries.** The terms of this Agreement are intended to confer benefits only on the parties to this Agreement. No rights of action shall accrue to any other persons or entities under this Agreement.
23. **Change of Circumstances.** Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Agreement.
24. **Severability.** If any term or condition, paragraph, phrase or word of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
25. **Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.
26. **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:** \_\_\_\_\_

**ATTESTED:**

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

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

**"CONTRACTOR"**  
B & D Towing Inc., dba  
Balcaceres and Davalos Towing

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

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

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

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

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

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

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Date

## **ATTACHMENT "A"**

### **RFP No. S-1309**

## **PROVIDE POLICE ROTATIONAL TOWING AND STORAGE SERVICES TO THE CITY OF GARDEN GROVE ON AN ON-CALL BASIS**

### **SCOPE OF WORK**

The City of Garden Grove (CITY) is seeking one or more contractors to Provide Police Rotational Towing and Storage Service for the City Of Garden Grove On An On-Call Basis in accordance with the Scope of Work detailed below. The Contractor shall furnish All Labor, Materials, Equipment and incidentals needed to provide towing and storage services on an on-call basis for the City of Garden Grove. The CITY intends to enter into an Agreement(s) for a fixed period(s) of time with options to renew or extend the Agreement(s) for additional terms, exercised one year at a time.

#### **1. SERVICES GENERALLY**

- 1.1 The CONTRACTOR has the right to tow, impound, and store vehicles at the direction of the Garden Grove Police Department (hereinafter "Police Department" or "G.G.P.D.") within or out of the jurisdictional boundaries of the CITY, subject to the Police Department's call-for-service system, as it may be amended from time to time, at the Police Department's sole discretion.
- 1.2 Provided, however, that nothing contained herein shall deprive the owner or operator of a vehicle from requesting and receiving towing services from a person or entity other than the CONTRACTOR.
- 1.3 Provided, however, that when, in the opinion of the Police Department, an emergency exists, or where the CONTRACTOR is either unable or unwilling for any reason to provide adequate or timely tow service, the Police Department shall have the right to call other tow services, which may or may not be under contract with the CITY. Under such circumstances, the decision to call another tow service, either under contract or not, shall be at the exclusive discretion of the Police Department.

#### **2. LOCATION**

- 2.1 CONTRACTOR shall maintain a physical location with a yard for vehicle storage, along with an office for payment of fees and vehicle releases, which location shall be **within 2.5 miles of the CITY limits**, and from which the business shall be conducted. Such physical location shall be subject to approval by the Chief of Police or his/her designee. A company may establish and maintain an additional location within or outside the CITY as a yard for vehicle storage, subject to the approval by the Chief of Police or his/her designee. Except as otherwise directed by the Police Department, each vehicle towed

pursuant to this Scope of Work shall be stored at a facility, which is located within 2.5 miles of the CITY limits. ***Distance shall be measured by distance straight line, without regard to intervening structures or objects, from the nearest point on the property line of the parcel where the tow service facility is located to the nearest point on the city limit boundary.*** All business offices and storage facilities shall meet all requirements of the contract and the Scope of Work within this RFP document.

- 2.2 All vehicles stored or impounded at the direction of the Police Department shall be towed directly to the CONTRACTOR's impound and storage facilities, unless the Police Department requests that they be taken to some other location. If the vehicle is towed pursuant to a citizen request, then at the request of the citizen the vehicle can be stored at any business location of the owner, which has been approved, by the Chief of Police, or his/her designee.
- 2.3 Any proposed change in the CONTRACTOR's facility locations shall be reported, in writing, to the police department at least sixty (60) days prior to making such change. The CONTRACTOR shall obtain the approval of the Chief of Police or his/her designee for any change of location.

### **3. PERSONNEL**

- 3.1 CONTRACTOR shall comply with, and ensure that each of its tow truck drivers complies with, Garden Grove Municipal Code ("GGMC") Sections 5.52.330 and 5.52.340 (tow truck driver permit requirements). The CITY shall review each application in accordance with Sections 5.52.330 and 5.52.340.
- 3.2 No person employed as a tow truck driver for the CONTRACTOR shall have access to any G.G.P.D. stored or towed vehicle until such time as that person has received written approval from the Chief of Police or his/her designee.
- 3.3 Any tow truck driver permit application obtained by the CONTRACTOR or its driver from the Police Department shall be returned to the Police Department accompanied by a State of California Department of Motor Vehicles ("DMV") printout.
- 3.4 Tow truck operators shall be proficient in the use of the tow truck they are driving and related equipment, including, but not limited to the procedure necessary for the safe towing and recovery of various types of vehicles. It is the responsibility of the tow service company to ensure, its drivers are trained, qualified and competent employees of the business. The drivers shall complete training and have received a certificate of completion through a recognized tow industry association or company specialized in the training of tow drivers. The training shall be hands on and a minimum of 16 hours for light duty class tow trucks and 24 hours for heavy duty class tow trucks. A copy of the certificate of completion for each tow truck operator providing services pursuant to this Agreement shall be provided by CONTRACTOR to the Police Department prior to commencement of each operator's employment.

- 3.5 All CONTRACTOR tow truck operators shall possess valid California Tow Truck Driver certificates and Driver's Licenses in the proper class pursuant to Vehicle Code Sections 13378 and 12804.9(b).
- 3.6 CONTRACTOR shall provide to the Police Department annually (within 10 days of the anniversary of the Agreement) a list of its tow truck operators, including driver's license numbers and a DMV printout for each tow truck operator. Any subsequent employment of a new tow truck operator shall be reported in writing to the police department immediately, including submittal of the above-referenced information.
- 3.7 CONTRACTOR shall notify the Chief of Police or his/her designee in ten (10) days of any change of information on the original application. Failure to notify the Chief of Police in ten (10) days is grounds for revocation of the written approval.
- 3.8 CONTRACTOR shall provide to the Police Department the name of any tow truck operator no longer employed by CONTRACTOR. This notification shall be given to the Traffic Department no later than ten (10) business days following the last date of such operator's employment by CONTRACTOR.
- 3.9 The CONTRACTOR shall have an alcohol and drug program that includes at a minimum, maintaining an alcohol and drug free work environment. Any tow truck operator found working under the influence of alcohol or drugs shall immediately be removed from providing any service to the CITY.
- 3.10 The CONTRACTOR shall participate in the California Department of Motor Vehicles (DMV) Employer Pull Notice Program.
- 3.11 The CONTRACTOR's tow truck operators shall maintain acceptable standards of dress, including uniforms and cleanliness while on duty.
- 3.12 The CONTRACTOR's tow truck operators shall cooperate with and abide by the instructions of the police officers in the field.
- 3.13 Each of CONTRACTOR's tow truck operators shall obtain from the CITY a clip-on identification tag which such operator shall wear at all times when performing services for the CITY in order to allow ease of tow truck operator identification.
- 3.14 If any tow truck operator becomes ineligible to provide tow operator services to the CITY, the CONTRACTOR shall immediately notify the Chief of Police or his/her designee of such ineligibility and the reason(s) therefore.
- 3.15 The CONTRACTOR must have a minimum of three (3) verifiable years for-hire towing experience, as an owner or principal.

- A. An applicant who does not meet the three (3) verifiable years for-hire towing experience may be considered, if a full-time manager who possesses the required tow management experience is employed by the company. The manager shall have the authority to conduct all company business.
- B. If the manager ceases to be employed by the company, the tow Agreement shall be deemed suspended until a new qualified manager is in place. The company will have thirty (30) days to replace the manager to be considered for lifting of the suspension.
- C. An owner or operator who releases vehicles, complete lien sales paperwork, and other tow business related documents for three years in the company, with the qualified manager, will fulfill the three years for-hire-towing experience requirement.

#### **4. TOWING SERVICE DUTIES**

After being requested to the scene by the Police Department, the CONTRACTOR's tow truck operator shall comply with all of the following:

- 4.1 Not move or attach a tow truck to any vehicle until instructed to do so by the investigating officer of the Police Department.
- 4.2 Cooperate with the investigating officer of the Police Department in removing unsafely and/or illegally parked vehicles from the street, and in the storing or impounding of such vehicles as requested.
- 4.3 On collision calls, clean up and remove all debris from the accident scene, including but not limited to clean up and removal of all vehicle fluids in the street with absorbent material, as directed by CITY officers and in accordance with Section 27700 of the California Vehicle Code.
- 4.4 Provide the owner or driver of towed vehicles (when present at scene) with a CONTRACTOR's business card indicating where the vehicles will be stored or impounded (including address and telephone number).
- 4.5 Vehicles brought to Police Department or a designated facility from the scene for processing and then towed to the tow yard will incur an additional second tow fee equal to one-half of the regular tow fee. Storage fees will not start until this vehicle is stored at the towing facility.
- 4.6 CONTRACTOR shall be responsible and held accountable for personal property, vehicle accessories and the vehicle upon receipt of the vehicle from G.G.P.D. The City of Garden Grove, its officers, agents or employees shall not be liable for loss of or damage to any vehicle, accessory, equipment or personal property towed or stored upon the tow truck driver acknowledging receipt for the vehicle by his/her signature on the stored vehicle report form.

- 4.7 CONTRACTOR shall not dispose of or otherwise relinquish control of any vehicle stored or impounded by G.G.P.D. without a written approval to do so. The written approval is required for any vehicle stored or impounded by G.G.P.D. and the tow truck driver signs a stored vehicle report form and receives a copy of the stored vehicle report. The G.G.P.D. stored automobile release form will be the normal form for release.
- 4.8 The release of property from a vehicle will be handled in the same manner as a vehicle release. The stored automobile release form will again be used, but a stamp, "property only" will be utilized at the top of the form. The person who authorizes the release of the property will make the modification and will be specific as to description of the property to be released.
- 4.9 Vehicles shall be released during the business hours of 8:00 am to 5:00 pm, Monday - Friday, "excluding holidays and weekends". There will be, however, occasions arising that can require "after hours releases" of certain vehicles. When the circumstances appear to justify an "after hour release" of a vehicle, approval of the release must be secured from the on-duty Police Supervisor. Inoperable vehicles will not be released after hours.
- 4.10 For purposes of clarity, vehicles towed or stored at the request of citizens, for which no stored vehicle report is utilized, will not require a stored automobile release. Citizens requesting the towing of vehicles under their control shall enter into an agreement with the tow service; G.G.P.D. will act as an avenue of communication between the citizen and the tow service.
- 4.11 When a party obtains a G.G.P.D. stored vehicle release and presents it to the tow service, the vehicle and/or property shall be released to that person upon verification of identity and the payment of the fees. The registered owner will be required to pay for "property only" releases at the G.G.P.D. records counter. An after hours fee will be paid to the tow service for "property only" or vehicle releases after the normal business hours of the tow service.
- 4.12 Once the tow service has received the G.G.P.D. stored automobile release, the tow service is no longer obligated to G.G.P.D. for the continued safe storage of the vehicle and/or property taken.
- 4.13 If after a "property only" release is obtained, the registered owner may return to the records counter, produce the paid receipt for the "property only" release and request a vehicle impound release paying the difference.
- 4.14 In the event a vehicle has been stored or impounded by G.G.P.D. due to error or negligence, no charges or fees shall be paid and the vehicle shall be released to the owner or the owner's agent. The City of Garden Grove shall not be liable for any such charges or fees.
- 4.15 If the error is not discovered before charges or fees are paid to CONTRACTOR for the release of vehicle by owner or owner's agents. CONTRACTOR shall issue



a refund of such charges or fees, if requested within a period of thirteen (13) days after the vehicle is stored.

- 4.16 If the error is not discovered for a period of thirteen (13) business days after the vehicle is stored and the tow service has initiated lien sale process, as required by C.V.C 22851.8, the tow service shall be entitled to recover actual costs incurred to initiate the lien.
- 4.17 In the event a tow truck driver has hooked up a vehicle at the direction of G.G.P.D. and the vehicle owner or person in control of the vehicle appears, and the officer decides the vehicle can be released at the scene, then a payment of one-half (1/2) of the tow charge may be charged by CONTRACTOR to and be payable by the vehicle owner or person in control of the vehicle prior to the vehicle being dropped. The G.G.P.D. officer will complete the stored vehicle report noting the release and payment. The officer will then give the tow truck driver the copy as though the tow had been completed. A case number will be assigned to the release of the vehicle; no SVS entry will be made.
- 4.18 In the case of a vehicle stored or impounded by G.G.P.D. that is of low value and qualifies as a junk vehicle as described within California Vehicle Code Sections 22670 or 22851.10, the tow service may request D.M.V. Form 462, Public Agency Authorization to dispose of a Vehicle to a Scrap Iron Processor or Dismantler, in lieu of obtaining the stored automobile release to process a lien sale for the vehicle. This form will suffice for final disposition of the vehicle and no other release is necessary. Form #462 cannot be issued for (15) fifteen days from the day the vehicle is first stored at the tow facility.
- 4.19 In addition to the storage yard, the tow service shall maintain a closed building that affords storage of four (4) additional full size vehicles. This enclosure shall be of such size and construction to allow for Forensic Services examination of the cars in a dry environment during inclement weather. Access to this enclosed storage building shall be severely limited by CONTRACTOR, as directed by the investigator assigned to the case for which the vehicle has been impounded.
- 4.20 CONTRACTOR must advise the Police Department Traffic Division in writing within ten (10) business days, if a person picking up a vehicle, complains to the tow service of damage to the vehicle or any missing vehicle accessories or personal property from the vehicle for which the tow service company denies responsibility.
- 4.21 All CONTRACTOR's employees who have access to the storage yard or the personal property which is taken out of any vehicle for storage or safe keeping must provide a complete set of finger prints, complete an application and have written authorization from the Garden Grove Police Chief for such access.
- 4.22 Upon request of (a) the registered owner; (b) the legal owner; (c) the

insurance carrier of either (a) or (b) of this section; or (d) the duly authorized agent of any of the foregoing, CONTRACTOR shall furnish an itemized statement upon request and without demanding payment as a condition. The statement shall include the service performed, labor and special equipment used in towing the vehicle.

- 4.23 A vehicle on a thirty-(30) day hold may be signed over to the tow company by the legal owner prior to the expiration of the thirty (30) days. The legal owner must first obtain a vehicle release from the Police Department. The tow company after receiving the vehicle release from the Police Department must apply for a lien release prior to selling the vehicle.
- 4.24 CONTRACTOR may, in the exercise of CITY's discretion, be assigned by the G.G.P.D. to provide service to a portion of the CITY and/or on a rotational basis. The area assigned to the CONTRACTOR will be determined in the sole discretion of the Police Chief. Currently the CITY is divided into two divisions, "East & West." The division of the CITY is determined by the calls for service within these divisions. In the event a need arises to utilize more tow trucks than one division has, the services of the other division may be used

## **5. RESPONSE TIME**

- 5.1 The CONTRACTOR shall provide a response time of no more than twenty-five (25) minutes. Response time is the difference between the time the CONTRACTOR is notified and the time the tow truck arrives at the required location. Emergency conditions, as verified by local media or traffic enforcement may be acceptable reasons for not meeting the response time requirement. Equipment or personnel shortage, or lack of availability is not an acceptable reason for failure to meet response times.
- 5.2 The CONTRACTOR shall give priority to all of the CITY's requests for service.
- 5.3 The CONTRACTOR's dispatcher shall notify the Police Department when a tow vehicle cannot respond immediately, give the reason for the delay, and an estimated time of arrival. In the event of an additional delay, the CONTRACTOR's dispatcher shall again notify the Police Department and give the new estimated time of arrival. To ensure a timely response, the Police Department, in its sole discretion, may cancel any call-for-service because of a response delay and may request service from another tow service provider.
- 5.4 If the tow truck unit(s) has/have not arrived at the scene within twenty (25) minutes from the time requested, the Police Department, based on the urgency of the field situation, may request a different towing service to respond to the call, whether the different tow service has a contract with the CITY or not since there may be a situation where a contract tow company is not available and/or does not have the equipment to handle the requested task. It will then be necessary for the Officer to call a tow company not on the CITY's rotational tow list. This decision is at the discretion of the officer on scene.

- 5.5 In the event CONTRACTOR is unable to respond to calls at the request of the Garden Grove Police Department, it shall be understood that the Police Department has the right to call another towing company on the rotation list. The original tow service will be placed on the bottom of the rotation list. It is incumbent upon the tow service to advise the police dispatcher of any problems that may arise to adversely affect response time.
- 5.6 The Police Department, in order to expedite service can request any tow service out of order on the rotation list. The tow service requested will not lose its place on the rotation list.
- 5.7 If, while rendering assistance in response to a CITY call for towing, a second CITY call for towing is generated to the CONTRACTOR, the CONTRACTOR's tow truck operator shall, before responding to the second call, ensure that all vehicles at the first site are sufficiently clear of the roadway so that no obstruction to normal traffic exists. Once the second call is handled to conclusion, the vehicles at the first site may be towed as necessary.

## **6. EQUIPMENT STANDARDS**

- 6.1 All towing equipment, recovery equipment, and carrier ratings are based on structural factors only. Actual towing, carrying, and recovery capacity can be limited by the capacity of the chassis and the optional equipment selected. The criteria to determine the safe towing limits are:
  - (1) The total weight of the truck, including the lifted load, must fall within the Manufacturer's Gross Vehicle Weight Rating (GVWR) and not exceed either the Front or Rear Axle Ratings (FAWR, RAWR).
  - (2) The truck must meet all applicable State and/or Federal standards.
  - (3) A tow driver when towing a vehicle shall not exceed the GVWR and the Axle Weight Rating (AWR) for the tow truck.
  - (4) CONTRACTOR must have a qualified driver for each piece of equipment owned and listed in their proposal.
- 6.2 The CONTRACTOR shall own or have leased to it at least four (4) tow trucks that will be based at its CITY-approved storage facilities and which trucks shall be available to perform towing services at all times during the term of this Agreement. Two trucks shall have a minimum GVWR of 19,000 lbs. The CONTRACTOR shall not use a tow truck with a class rating of less than one ton.
- 6.3 The CONTRACTOR shall have at least three (3) conventional slings or wheel lift type trucks, one (1) rollback car carrier, one (1) 16 ton 35GVW medium duty truck, and one (1) 50 ton 80 GVW heavy duty truck throughout the term of

the contract.

- 6.4 The CONTRACTOR's vehicles shall be equipped as tow trucks in compliance with the provisions of the California Vehicle Code including, but not limited to, Sections 615, 24605, 25100, 27700, and 27907. Tow trucks shall be equipped with red flares, lanterns or reflectors, hand tools (required to remove a drive shaft if necessary) crow-bar, rope, broom, shovel, dustpan, absorbent material for clean-up of hazardous materials, fire extinguisher, portable red tail lights and stop lights for towed vehicles, equipment for opening locked vehicles, go jacks and safety chains.
- 6.5 All CONTRACTOR's vehicles shall have available adequate equipment to handle large trucks, trailers, tractors and other heavy vehicle equipment. This includes a set of dollies capable of supporting any passenger vehicle. Notwithstanding the foregoing in Section 6.5, if the CONTRACTOR does not have the necessary equipment to handle large trucks, trailers, tractors or other heavy vehicle equipment, the CONTRACTOR may decline to provide the requested service.
- 6.6 The CONTRACTOR's vehicles shall have a cable winch of sufficient size and capacity to retrieve vehicles that have gone over embankments or off traveled portions of roadways into remote areas or other difficult locations.
- 6.7 Motorcycles that are stored, impounded, or towed from a collision scene at the request of the Police Department shall be hauled by a trailer that is designed to carry motorcycles, or by a flatbed truck.
- 6.8 Any equipment used and maintained by the CONTRACTOR shall be available for inspection by the Police Department upon request. The CONTRACTOR vehicles shall be subject to random inspection by the CITY.
- 6.9 The CONTRACTOR shall be equipped for and have personnel proficient in, unlocking locked vehicles. The CONTRACTOR shall unlock locked vehicles when requested to do so by the Police Department.
- 6.10 Throughout the term of the contract, the CONTRACTOR shall maintain in a neat and clean manner and in good working condition its storage facilities and improvements thereon, all vehicles, facilities, equipment, and materials used by the CONTRACTOR in the performance of the work. Any additions to or deletions from the CONTRACTOR's tow truck fleet shall be reported immediately, in writing, to the Chief of Police or his/her designee.
- 6.11 CONTRACTOR shall maintain four (4) operational tow trucks. If, for any reason, CONTRACTOR has only three (3) operational tow trucks, CONTRACTOR shall be allowed thirty (30) days including holidays and weekends to have four (4) operational tow trucks. If the CONTRACTOR has two (2) or less tow trucks operational, it will be removed from the rotational list, until it has three (3) tow trucks operational. The CONTRACTOR will then be allowed up to an

additional fifteen (15) days, including holidays and weekends, to get another tow truck operational, for a total of four (4) operational tow trucks. Failure to comply shall be a breach of the contract. Repeated instances of less than four (4) operational tow trucks shall constitute grounds for termination of the tow services agreement.

## **7. COMMUNICATIONS EQUIPMENT**

- 7.1 The CONTRACTOR during the term of the contract shall maintain, and have approved by the City, a continuous means of communication between the Contractor's dispatcher and each CONTRACTOR tow vehicle. The CONTRACTOR shall also maintain and staff, on a 24-hour basis, a telephone to receive calls from the police department and members of the public.
- 7.2 Use of Citizen's Band Class D radio equipment by the CONTRACTOR is prohibited.
- 7.3 Telephone service maintained by CONTRACTOR shall be adequate to receive police calls without delay. The telephone terminals shall be monitored at all times. Recording machines or similar devices are not allowed. If a call from G.G.P.D. is not answered within six (6) rings or the line is busy after two attempts, or placed on hold for more than a minute, the call will be terminated, the CONTRACTOR will be placed on the bottom of the rotation list and the tow service next in line will be called.
- 7.4 The CONTRACTOR shall provide a list of telephone numbers to be called in order of priority. Changes to contact list shall be provided immediately in writing to the Chief of Police or his/her designee along with the effective date of the change(s)

## **8. HOURS**

- 8.1 The CONTRACTOR shall provide twenty-four (24) hour towing service, seven (7) days a week.
- 8.2 The CONTRACTOR shall ensure that there will be an employee on call twenty-four (24) hours a day, seven (7) days a week and capable of being present or available for releasing impounded or stored vehicles to the public in accordance with Section 4.9 of this Agreement. CONTRACTOR's response time for such releases shall be no longer than one (1) hour.

## **9. VEHICLE IDENTIFICATION**

- 9.1 Each CONTRACTOR vehicle shall display identification signs in compliance with Section 27907 of the California Vehicle Code. The CONTRACTOR shall not display any signs or advertising that indicates that the CONTRACTOR is an official towing service or police garage of the CITY.

- 9.2 The CONTRACTOR shall not, through its advertisements or otherwise, in any way publicize any official or other business connection with the CITY, nor shall the CONTRACTOR advertise any address or telephone number of the CITY as a location or place to call for vehicle towing and storage service.

## **10. STORAGE SERVICE RESPONSIBILITIES**

- 10.1 The CONTRACTOR shall be responsible for all vehicles, accessories and equipment thereon, and all personal property therein, stored by CONTRACTOR. It shall be the Contractor's duty to protect such stored vehicles, accessories, equipment, and property against all loss, damage by fire, theft, or other causes.
- 10.2 The CONTRACTOR shall be responsible for the negligent acts and omissions of its employees and for any property damage caused by CONTRACTOR or its employees to any vehicle under their control.

## **11. STORAGE FACILITY STANDARDS**

The CONTRACTOR shall make adequate provisions for the security of vehicles and property at its storage facilities, which shall at a minimum consist of all of the following:

- 11.1 All vehicles shall be stored in a building, or in an area or areas enclosed by a substantial wall or fence. The storage yard shall be enclosed with a concrete block wall or chain-link type fence of a height of not less than six (6) feet. The top of the fence shall be equipped with two (2) or more strands of barbed wire installed in such a manner as to discourage access by climbing the fence. Concertina type razor wire may be substituted for barbed wire, subject to G.G.P.D. approval.
- 11.2 The bottom edge of the fence shall not rise more than two (2) inches above the finished surface of the parking area of the storage yard. A secure locking system shall be a part of the gate and it shall otherwise meet the same standards for security as described for the fence.
- 11.3 All storage facilities shall be paved and maintained in good working order and secured at all times. Any damage affecting security of vehicles, lighting and/or evidence shall be repaired within twenty-four (24) hours of the damage.
- 11.4 The minimum total capacity of the CONTRACTOR's storage facilities for storage shall be spaces for seventy-five (75) vehicles.
- 11.5 All storage facilities must be approved for security by the Chief of Police, or his/her designee, and available for inspection by the Police Department at all times upon request of the Chief of Police or his/her designee.
- 11.6 In the event of theft from the vehicles stored in the yard, the CONTRACTOR

must take additional measures satisfactory to the G.G.P.D. to protect the vehicles and property in the vehicles.

- 11.7 Registered or legal owners, having obtained a vehicle release from the Garden Grove Police Department, shall be allowed to inspect their vehicle without having to pay the storage fees first.
- 11.8 The CONTRACTOR shall not perform any work upon any vehicle without first obtaining written permission from the owner of the vehicle. Notwithstanding the foregoing, all work on impounded vehicles shall be handled pursuant to Section 12 below.
- 11.9 If the CONTRACTOR videotapes or otherwise records images of the storage facility, such videotapes and photographs shall be maintained by the CONTRACTOR for at least ninety-(90) days.

## **12. IMPOUNDED VEHICLES & INSIDE STORAGE**

- 12.1 Vehicles that have been impounded by order of the police department shall not be released, lien sold, worked on, altered, or tampered with, without a written release from the Police Department.
- 12.2 The CONTRACTOR shall maintain, without charge to the CITY, separate, fully enclosed, and secure garage storage facilities for a minimum of four (4) vehicles ordered impounded by the Police Department.
- 12.3 The Police Department shall have sole access to such separate impound facilities when vehicles are being held for evidence.
- 12.4 The Police Department shall designate when a vehicle is to be placed into inside impound storage. Vehicles placed into this impound space shall not be removed from such protection until approved and authorized in writing by the investigating officer of the Police Department.
- 12.5 The CONTRACTOR shall notify the Police Department of any vehicles being impounded within the CITY pursuant to private party impound requests immediately prior to commencement of the towing of such vehicles.

## **13. RELEASE OF VEHICLES**

- 13.1 The CONTRACTOR is responsible for the release of all vehicles stored by the Police Department, including impounded vehicles. The CONTRACTOR is hereby granted authority to release to the registered owner, legal owner, or authorized representative, all vehicles that the tow company did not receive a stored vehicle report, (Form 180), from the Officer or CITY employee at the scene.

- 13.2 After obtaining a release from the Garden Grove Police Department, registered or legal owners or an agent of the owner requesting to inspect their vehicles or remove property from their vehicles shall be allowed to do so without having to pay the storage fees first. Such inspections and property removals shall be available only during the CONTRACTOR's regular business hours.

#### **14. RECORDS**

- 14.1 The CONTRACTOR shall log, maintain, complete and accurate business records of the tow service including: a description of the vehicle, nature of service, time, location, tow truck driver handling the call and an itemized total charge. These records shall be available for inspection by G.G.P.D., with or without cause, with 24 hours' notice, during normal business hours. These records shall be kept for a minimum period of three (3) years.
- 14.2 Record systems must provide for immediate access, upon inquiry by the Chief of Police or his/her designee, to the following information:
- 14.2.1 Locate vehicle from the Police Department's report number.
  - 14.2.2 Locate vehicle from license number only.
  - 14.2.3 Locate vehicle from make, color, date and location of impound.
  - 14.2.4. Date of filing of all lien sale documents with DMV.
- 14.3 The CONTRACTOR shall submit a report, by the 10<sup>th</sup> day of each month, to the Police Department, which shall include all of the following information for the preceding month:
- 14.3.1 Total CITY impounds and storages.
  - 14.3.2 Number of times dispatched by the Police Department.
  - 14.3.3 Number of calls for service resulting in impounds.
  - 14.3.4 Number of calls for services that resulted in having to spend more than one hour on the call.

#### **15. LIENS AND DISPOSALS**

- 15.1 On or before the 10<sup>th</sup> of each month, the CONTRACTOR shall furnish to the Police Department, a list of all vehicles that have been sold at lien sale during the previous month, and date of the action. This list shall include the vehicle owner's name, address, vehicle make, vehicle model, vehicle year, license number, VIN number, and Police Department record number. Copies of all lien sale documents shall be submitted with each list. The document shall be dated and is to include all charges imposed on each sale.



- 15.2 Prior to a lien sale of any vehicle, CONTRACTOR shall confirm with CITY the amount of any outstanding amounts due with respect to parking citations pertaining to the vehicle and shall cooperate with CITY to recover, the extent feasible, all such outstanding amounts due. Notwithstanding the lien priority established pursuant to subdivision (b) of Vehicle Code Section 22851.1, for all lien sold vehicles that were impounded and not released under, or in connection with, subdivision (i) of Vehicle Code Section 22651, CONTRACTOR shall, within thirty (30) days of the lien sale, remit to CITY the lesser of (i) the total outstanding amount due CITY, or (ii) fifty percent (50%) of the total lien sale price received by CONTRACTOR. For all lien sold vehicles with respect to which outstanding amounts are owed CITY for parking violations, but with respect to which CITY does not have a lien pursuant to Vehicle Code Sections 22651(i) or 22851.1, CONTRACTOR shall, within thirty (30) days of the lien sale, remit to CITY the lesser of (i) the total outstanding amount due CITY, or (ii) fifty percent (50%) of the total lien sale price otherwise due to CONTRACTOR in satisfaction of its lien pursuant to Vehicle Code Section 22851(a). CONTRACTOR shall be responsible for filing of all necessary paperwork related to the lien sale and satisfaction of outstanding amounts owed CITY with respect to parking citations.
- 15.3 The CONTRACTOR shall comply with all State law requirements for the disposal of unclaimed vehicles.

## **16. INSPECTION**

- 16.1 A CHP (California Highway Patrol) inspection of the company's towing equipment, facility or facilities is required.
- 16.2 In addition to the CHP inspection report, the CONTRACTOR's towing equipment, facility or facilities may be inspected at least two (2) times per year (annually) with 24 hours notice, during normal business hours by the Police Department Traffic Division, and a report filed thereon. The Garden Grove Police Department shall be authorized to perform field inspections of CONTRACTOR's equipment at any time without notice.
- 16.3 The City Building Division and the Fire Department, on request of the Chief of Police, may inspect the premises proposed to be devoted to public automobile storage and make recommendations to the Chief of Police or his/her designee.
- 16.4 CONTRACTOR's towing equipment, facility or facilities may be inspected with or without cause, with 24 hours' notice, during normal business hours by the Police Department Traffic Division, and a report filed thereon. The Police Department may rely on inspections conducted by the CHP.
- 16.5 If any deficiencies or equipment violations are discovered during any Police Department or CHP inspection, the CONTRACTOR will be so advised in writing. The CONTRACTOR will be given ten (10) business days, to rectify the deficiency or violation. Failure to comply will constitute a breach of this agreement.

- 16.6 If in the opinion of the Police Department Traffic Division, the deficiencies or equipment violations which are discovered during any Police Department or CHP inspection prevent a vehicle from being operated in a safe manner, the vehicle will be taken out of service. Failure to comply may result in the CONTRACTOR being removed from the call list.

## **17. MOTORISTS ASSISTANCE**

- 17.1 Whenever a motorist requests tow assistance from the Police Department and does not specify a particular tow company or membership agency, the service shall, in the sole discretion of the Police Department, be assigned to either the CONTRACTOR or another tow service company awarded a contract for tow service by the CITY. All charges arising out of such assistance assigned to the CONTRACTOR shall be the exclusive responsibility of the CONTRACTOR and the requesting motorist. The CITY shall not be liable for any charges whatsoever arising out of a motorist assistance call. The CONTRACTOR shall not charge such motorist more than the rates specified in the contract.

## **18. ASSUMPTION OF RISK**

- 18.1 The CONTRACTOR assumes all risk in the event of damage, theft, fire or otherwise, of the vehicles or any other property towed, impounded, or stored by the CONTRACTOR, its employees or agents.
- 18.2 Notwithstanding any other term or condition herein, in responding to any call from the police department, the CONTRACTOR shall have no claim whatsoever against the CITY or any right to recover from the CITY for the cost of any of the services it renders in the performance of the contract. The CONTRACTOR shall look solely and exclusively to the owner of the vehicle towed, impounded, or stored for payment of the services provided by the CONTRACTOR.
- 18.3 The CONTRACTOR shall assume the entire risk of nonpayment of any service charges incurred pursuant to the Agreement.

## **19. DRY RUNS**

- 19.1 The CITY shall not be liable to pay to the CONTRACTOR any charge whatsoever or fee for a call that does not result in a chargeable service being rendered by the CONTRACTOR (i.e., a "dry run").
- 19.2 In the event the police department errs in impounding or storing vehicle(s), the CONTRACTOR shall cause the release of vehicles upon the direction of the police department without charge for towing or storage.

## **20. CITY VEHICLE TOWING**

- 20.1 The CONTRACTOR shall provide, *without cost to the CITY*, towing of all CITY owned vehicles as requested by the CITY.

## **21. ADDITIONAL RESOURCES**

- 21.1 It shall be the responsibility of the CONTRACTOR to provide equipment and to perform the duties as required by the Police Department. The CONTRACTOR is hereby granted authority to utilize additional resources whenever deemed necessary to perform tow service duties. This may include, but is not limited to, personnel and/or equipment of another tow operator whose employees have approval as provided for in the contract. This, however, shall not relieve the CONTRACTOR of its duties and responsibilities, and any additional cost incurred as a result of utilizing additional resources shall not be charged to the CITY.

## **22. ABANDONED VEHICLES**

- 22.1 Vehicles, or parts thereof, which are disposed of through Abandoned Vehicle Abatement Program by delivery to an authorized automobile dismantler, pursuant to Section 22660 of the California Vehicle Code are excluded from the contract. No charge shall be assessed against the CITY or the owner of any vehicle that is towed, stored, or dismantled under the provisions of the Abandoned Vehicle Abatement Program.

## **23. CONTRACTOR'S CONDUCT**

It shall be grounds for termination of the contract, if CONTRACTOR, or any of its agents or employees or any person(s) connected or associated with the CONTRACTOR as an operator, director, officer, stockholder, general manager, or person who is exercising managerial authority of or on behalf of the CONTRACTOR has committed any one of the following acts:

- 23.1 Has been convicted of a felony or any crime involving theft, embezzlement, stolen property, fraud or crimes of violence within the last ten (10) years or is so convicted during the term of the Agreement.
- 23.2 Has published, uttered or disseminated any false, deceptive or misleading statements or advertisement in connection with the operation of the towing service.
- 23.3 Has conducted the towing service in a manner contrary to the peace, health, safety, and general welfare of the public.
- 23.4 Has violated or permitted other persons to violate, through an act of omission or commission by the CONTRACTOR, any felony or misdemeanor crime involving sexual offenses or moral turpitude, or a felony involving sale or use of a controlled substance, or any act of dishonesty, fraud, within the last ten (10) years.
- 23.5 Had an inspection or investigation by the City Building Division, Police Department, or Fire Department, which revealed a deficiency, violation, or

conduct that endangers the peace, health, safety and general welfare of the public.

- 23.6 Employs tow truck drivers under 18 years of age.
- 23.7 Fails to notify the Garden Grove Police Department Traffic Division in writing of any names, addresses, driver's license number of any newly employed tow truck driver within ten (10) business days of their hire date, or fails to notify the Garden Grove Police Department Traffic Division within ten (10) business days of any tow truck driver who is no longer employed by CONTRACTOR.
- 23.8 Has charged fees in excess of the schedule rates approved by the Police Department for rotational tow services or in excess of any Federal, State, County or City laws or regulations for towing and/or storage of vehicles or any service incidental to towing.
- 23.9 Has allowed the services of a tow service driver with a record of violations of the Vehicle Code which has resulted in the suspension or revocation of their driver's license or a second (2nd) driving under the Influence or reckless driving conviction within the three (3) years preceding the most recent violation, to remain in CONTRACTOR's employment as a driver providing service to the CITY.
- 23.10 Fails to comply with any California Vehicle Code, Federal, State, or County regulations and laws relating to towing and/or storing of vehicles, including the impounding and storing of vehicles from private property.
- 23.11 Fails to maintain control of any personal property, vehicle accessories and vehicles, which have been towed.
- 23.12 Fails to reimburse the legal or registered owner for damage or loss that occurs while the vehicle was in the CONTRACTOR's custody.
- 23.13 Having allowed an unauthorized person access to the storage yard or facilities.
- 23.14 Any other grounds as outlined in the Agreement between the CITY and the CONTRACTOR.
- 23.15 Has knowingly made false, misleading or fraudulent statements of a material fact in a report or record required to be filed with the Garden Grove Police Department.
- 23.16 Has stopped and solicited on any street, highway or other public thoroughfare the rendering of assistance to a person or disabled vehicle without first being requested to do so, except to render emergency aid when there exists an imminent peril to life or property.

- 23.17 Has charged for services not performed, equipment not employed or used, service or equipment not needed, or has otherwise materially misstated the nature of any service performed or equipment used.
- 23.18 Has been denied consideration for placement on another police department tow list or suspended from another police department tow list, within five (5) years of applying to provide tow services to the City of Garden Grove, or during the term of the CONTRACTOR's agreement with CITY.
- 23.19 Obtaining a tow contract from the CITY by use of fraud, trick, dishonesty, or forgery.
- 23.20 Towing a vehicle to a location other than approved by the Police Department as an authorized storage facility without first receiving prior authorization to do so by the Police Department.
- 23.21 After towing a vehicle to the CONTRACTOR's storage facilities, towing the vehicle to another location for storage or impound without authorization from the Police Department.
- 23.22 Defrauding or conspiring to defraud any owner of any vehicle, any insurance company, or any other person financially interested in the towing, storage, or impound of any vehicle.
- 23.23 Moving, tampering with, or removing a vehicle involved in a traffic collision prior to the arrival of law enforcement officers at the scene.
- 23.24 The Police Department receives four (4) or more complaints against the CONTRACTOR during any twelve (12) month period that the Police Department, in its reasonable discretion, determines to be justified, regarding the service, or lack thereof, provided by the CONTRACTOR.
- 23.26 Failing to comply with any provision of the contract between the CONTRACTOR and CITY.
- 23.27 Repeated or flagrant violations of the provisions of the California Vehicle Code.
- 23.28 Demonstrating a pattern or practice of failing to answer calls-for-service, respond promptly to calls, and/or to maintain clean, orderly, and secured storage facilities.
- 23.29 Failing to obtain and maintain a current valid CITY business license.
- 23.30 Commission of any unlawful, false, fraudulent, deceptive, or dangerous act while conducting its towing operation business.
- 23.31 Allowing the insurance coverage required herein to be withdrawn, lapse or otherwise to no longer being in force for any reason.

- 23.32 Dissolution of business or bankruptcy.
- 23.33 Assignment of the Agreement, or any right or interest stated herein, without the prior written consent of Chief of Police of his/her designee.
- 23.34 Any recurring deviation from the Police Department approved charges as specified herein.
- 23.35 Has committed any act constituting dishonesty or fraud.
- 23.36 Has a conviction or a plea of nolo contendere or guilty to a misdemeanor or felony crime involving sexual offenses, theft, embezzlement, stolen property, fraud, crimes of violence or moral turpitude, or a felony involving sales or use of a controlled substance within the last ten years or during the term of the Agreement between the CONTRACTOR and CITY.
- 23.37 Has published, uttered or disseminated any false, deceptive or misleading statements against the Police Department, the City of Garden Grove or its employees.
- 23.38 Has sold or transferred ownership of CONTRACTOR without prior written approval of the Chief of Police and/or in violation of Garden Grove Municipal Code Sections 5.52.160 through 5.52.180. Upon any change in CONTRACTOR's ownership, CITY reserves the right to re-evaluate the new company/owners per the terms of this RFP and may terminate the Agreement at the sole discretion of the CITY. CONTRACTOR shall not be entitled to terminate the Agreement solely as a result of a change in ownership of CONTRACTOR.

## **24. FEES/CHARGES**

- 24.1 CONTRACTOR shall charge rates for all service, including an after hour's release fee, as established by the Chief of Police or his/her designee. The rates for citizen assist calls for services such as service calls or disabled vehicle tows will be established by the Police Department as commercial rates for CONTRACTOR. The Chief of Police or his/her designee prior to the increase will authorize any and all rate increases.
- 24.2 All rates and charges shall be conspicuously posted in the CONTRACTOR's office and in all tow vehicles, and shall be available for review by Police Department and/or persons for whom tow service is provided. All customer bills shall be itemized. It shall be the CONTRACTOR's responsibility to collect payment for services it renders under the Agreement from the vehicle owners, and the CITY shall not be responsible in any way whatsoever for payment of these charges.
- 24.3 Routine clean-up such as sweep up, fluid clean-up and debris removal shall be include in the basic tow charge. However, when clean-up is determined to be excessive (by mutual agreement of the CONTRACTOR and the CITY), the rate

shall be the labor rate referenced in CONTRACTOR'S proposal (quoted for "labor").

- 24.4 The CONTRACTOR, as prescribed within California Vehicle Code Section 22651.1, shall accept a valid bankcard, credit card or cash for payment of towing and storage by the registered owner, legal owner, or agent of the owner claiming the vehicle.
- 24.5 Following the completion of the initial three (3) year contract period, the Chief of Police or his/her designee may reevaluate the charges and rates set to ensure that the current rates and charges are reasonable.
- 24.6 Fees for Lien Sale Vehicle Release: A Request Release for Lien Sale-form #439 is required prior to the lien release of any vehicle that has been stored or impounded by the Police Department. The use of this system provides a way to monitor vehicles used or involved in major crimes that may be evidence of the crime, and to prevent their release. An administrative fee of \$12.00 per request release for lien sale form has been established to defray the costs of printing, filing, verifying if the vehicle is needed as evidence, and the postage or delivery of the forms to the CONTRACTOR. The fee will begin upon the inception of this agreement. A check for the accumulative total of request release for lien sale forms will accompany each package submitted.

## **25. ACTS OR OMISSIONS OF REPRESENTATIVES**

- 25.1 It is understood and agreed by the parties that the acts and/or omissions of the owner(s), officers, operators, officials, employees, agents and representatives of the CONTRACTOR in the performance of the services and obligations under this agreement shall constitute the acts and/or omissions of the CONTRACTOR and not of the CITY.

## **26. ENVIRONMENTAL REGULATIONS**

- 26.1 It is understood and agreed by the CONTRACTOR that all state and federal regulations regarding the clean up and disposal of hazardous materials at the site of all accidents, including those involving CITY owned vehicles, are the responsibility of the CONTRACTOR.
- 26.2 CONTRACTOR is responsible for maintaining all required records and receipts in the event that these documents are requested for proof of compliance. *See guidance documents in APPENDIX C, which do not limit the CONTRACTOR's responsibility for all state and federal regulations regarding hazardous material clean up and disposal.*

## **27. APPLICATION FEES**

27.1 The CONTRACTOR shall be subject to the following fees intended to defray the CITY's costs of processing the Contract:

|  |                                 |
|--|---------------------------------|
| Tow Application Fee  | \$450.00                        |
| <b>(must be included with proposal at the time of submittal)</b> |                                 |
| D.O.J background check   | \$32.00 (made payable to D.O.J  |
| Annual Inspection Fee  | \$250.00                        |
| Re-Inspection Fee  | rate of top step police officer |
| Tow Driver Permit  | \$81.00                         |
| Tow Driver Permit Renewal  | \$40.00                         |

*Live scan forms can be obtained at the Police Department. An appointment must be made with the front desk and please bring payment in the form of cash or check, payable to the City of Garden Grove, at the time of your appointment. The total cost is \$81.00 (D.O.J.-\$32.00, FBI-\$17.00, and Police Department \$25.00).*





**RFP NO. S-1309  
ATTACHMENT "B"**

**AUTHORIZED TOWING AND STORAGE FEE SCHEDULE**

| <b>SERVICE</b>  | <b>FEE</b>  |
|---|---|
| CLASS A   | \$225.00  |
| CLASS B OR FLATBED  | \$260.00  |
| CLASS C   | \$375.00  |
| CLASS D   | \$405.00  |
| Dolly, Go-Jacks or Linkage Fee                              | \$80.00   |
| Rollover or Winching Fee                                    | \$160.00  |
| Clean-Up Fee (fee to City capped at \$35.00 per occurrence) | \$90.00   |
| Hazmat Fee (per five (5) gallon bucket)                     | \$140.00  |
|   |   |
| <b>Vehicle Storage Fees (Daily)</b>                         |   |
| Class A-Outside   | \$75.00   |
| Class A-Inside  | \$80.00   |
| Class B-Outside   | \$80.00   |
| Class B-Inside  | \$85.00   |
| Class C or Class D-Outside                                  | \$85.00   |
| Class C or Class D-Inside                                   | \$90.00   |
|   |   |
| After Hours Release   | 50% of the authorized towing charge                     |
| Minimum Service Call or Drop Fee                            | 50% of the authorized towing charge                     |
| Lien Sale   | As authorized by the California Civil and Vehicle Codes |
| Mileage (per mile outside the corporate city limits)        | \$12.00   |

## Contract for Police Rotational Towing and Storage Services

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Cylinder Enterprises Inc., dba Finish Line Towing and Transport**, hereinafter referred to as "CONTRACTOR".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove CITY COUNCIL AUTHORIZATION, DATED \_\_\_\_\_.
2. CITY desires to utilize the services of CONTRACTOR to Provide Police Rotational Towing and Storage Services for the City Of Garden Grove On An On-Call Basis.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to provide such services.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term.** The term of the agreement shall be for a period of three (3) fiscal years from full execution of this agreement, with the option to extend the agreement for two (2) additional fiscal years, for a total performance period of five (5) fiscal years. Option years shall be exercised one (1) year at a time at the sole option of the CITY. All service shall be provided in accordance with the Scope of Work, Attachment, "A" which is incorporated herein by reference.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal and Scope of Work. The Proposal is incorporated herein by reference. The Proposal, Scope of Work, and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows: CONTRACTOR may charge vehicle owners the amount(s) not to exceed those charges approved by the City pursuant to the SCOPE OF WORK, attached herein as Attachment "A" and the AUTHORIZED TOWING AND STORAGE FEE SCHEDULE, attached herein as Attachment "B", which are incorporated herein by this reference.
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 a ***waiver of subrogation, for all policies, waiving subrogation against the City, its officers, officials, agents, employees, and volunteers.*** All insurance required by this contract shall remain in ***full force and effect*** for the ***duration*** of this agreement.

4.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.

4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain in full force and effect the following insurance for the duration of this Agreement:

- (a) Commercial general liability in an amount not less than \$5,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount not less than \$5,000,000 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.
- (c) On-Hook liability in an amount not less than \$200,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (d) Garage keepers legal liability, including Garage keepers extra legal liability/ Garage keepers direct in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (e) Excess liability coverage, following form to the underlying policies, shall be provided for any underlying policy that does not meet the insurance requirements set forth herein (claims made and modified occurrence policies are not acceptable.) Insurance companies must be acceptable to

CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

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

An Additional Insured Endorsement for the policy under section 4.3 (c), On-hook liability, 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 (d), Garage Keepers liability, including Garage keepers extra legal liability/Garage keepers direct, 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, and storage of vehicles. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

In the event any of CONTRACTOR'S underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide, under section 4.3(e) Excess liability, 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 follows form excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers as additional insureds.

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.

- 4.4 If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the term of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.
- 4.5 If the CITY reasonably determines that the amounts of insurance held by the CONTRACTOR pursuant to this Agreement are no longer sufficient, or that additional types of coverage are needed, the CONTRACTOR shall modify the existing coverage or obtain additional policies, as the CITY shall reasonably determine. All new policies shall be on the terms and conditions contained herein.
- 4.6 The CONTRACTOR shall annually within ten (10) days of the anniversary of the effective date of this Agreement and at any other time requested by CITY, provide to the CITY evidence that all insurance required pursuant to this Agreement continues to be in full force and effect.
- 4.7 If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.
5. **Non-Liability of Officials and Employees of the City.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** In performing services pursuant to this Agreement, CONTRACTOR shall at all times comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government, including the provisions of Chapter 5.52 of the Garden Grove Municipal Code, as such chapter may periodically be amended.

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.

IF TO CONTRACTOR:

**Cylinder Enterprises Inc., dba Finish  
Line Towing and Transport**

Attention: Leanna Tornow, President  
7511 Chapman Avenue  
Garden Grove, CA 92841

IF TO CITY:

City Manager  
City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92840

WITH COPY TO:

Garden Grove City Attorney  
11222 Acacia Parkway  
Garden Grove, CA 92840

10. **Contract Documents.** This Agreement shall include the requirements of Chapter 5.52 of the Garden Grove Municipal Code, as such chapter may periodically be amended, the Scope of Work, the CITY's Request for Proposals and the CONTRACTOR'S proposal which are each incorporated herein by reference. In the event of any inconsistency among these documents, the terms of this Agreement, Chapter 5.52 of the Garden Grove Municipal Code, the Scope of Work, the CITY's Request for Proposals and lastly the CONTRACTOR'S Proposal shall, in that order, 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 or otherwise to perform the work. CONTRACTOR shall maintain in effect throughout the term of this Agreement all licenses and permits required to perform the services 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 are a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services

required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including but not limited to, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. This obligation shall also include payment of reasonable attorney fees and other litigation costs incurred by CITY. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, shall be due to the sole negligence or intentional 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. **Termination.**

- 17.1 This Agreement may be terminated by the CITY at any time during the initial three (3) year term, or the subsequent one-year terms, if extended, upon breach of this Agreement or violation of the provisions of Chapter 5.52 of the Garden Grove Municipal Code. In the event of termination for cause by the CITY, the CONTRACTOR shall be compensated for those services that have been fully and adequately completed and accepted by the CITY as of the date of termination. The CONTRACTOR shall provide documentation deemed adequate by the CITY to show the services actually completed by the CONTRACTOR prior to the effective date of termination. Termination of this Agreement for cause may be considered by the CITY in determining whether to enter into future contracts with CONTRACTOR.
- 17.2 This Agreement may also be terminated by the CITY without cause upon thirty (30) days notice. In the event that the CITY should terminate the Agreement without cause, the CONTRACTOR shall be entitled to payment

for services fully and adequately provided hereunder prior to the effective date of the termination. The CONTRACTOR shall provide documentation deemed adequate by the CITY to show the services actually completed by the CONTRACTOR prior to the effective date of termination.

- 17.3 In the event this Agreement is terminated as provided by this Section 17, the CITY may procure, upon such terms and in such manner as it deems appropriate, services similar to those terminated.
- 17.4 The rights and remedies of the parties provided in this Section 17 are in addition to any other rights and remedies provided by law or under this Agreement.
18. **Insolvency.** The CONTRACTOR shall not, without the prior written consent of CITY, suffer either the appointment of a receiver to take possession of all, or substantially all of the assets of the CONTRACTOR, or make a general assignment of such assets for the benefit of creditors. Any such action taken or suffered by the CONTRACTOR under any insolvency or bankruptcy proceeding constitutes a breach of contract by the CONTRACTOR, and all property assigned by the CITY for safe care shall be "released" by CONTRACTOR to another assigned service provider, as specified by the Chief of Police, with a reimbursement for towing, storage, and related fees, borne by the service provider assuming the new responsibility.
19. **Integration.** This Agreement fully expresses all understandings between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written understandings or agreements regarding the matters covered by this Agreement.
20. **Amendments.** No modification, amendment, addition to, deletion or alteration of the terms of this Agreement, whether written or oral, shall be valid unless made in writing and formally approved and executed by all parties.
21. **No Waiver.**
- 21.1 No delay or omission in the exercise of any right or remedy available hereunder shall impair such right or remedy or be construed as a waiver. Any waiver of any default or condition hereunder must be in writing and shall not be construed as a waiver of any other default concerning the same or any other provision of this Agreement.
- 21.2 The waiver by the CITY of any breach by the CONTRACTOR of any of the provisions of this Agreement, shall not constitute a continuing waiver or a waiver of any subsequent breach or default by the CONTRACTOR either of the same or a different provision of this Agreement.



22. **Third Party Beneficiaries.** The terms of this Agreement are intended to confer benefits only on the parties to this Agreement. No rights of action shall accrue to any other persons or entities under this Agreement.
23. **Change of Circumstances.** Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Agreement.
24. **Severability.** If any term or condition, paragraph, phrase or word of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
25. **Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.
26. **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:** \_\_\_\_\_

**ATTESTED:**

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

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

**"CONTRACTOR"**  
Cylinder Enterprises Inc., dba Finish  
Line Towing and Transport

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

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

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

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

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

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

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Date

## **ATTACHMENT "A"**

### **RFP No. S-1309**

## **PROVIDE POLICE ROTATIONAL TOWING AND STORAGE SERVICES TO THE CITY OF GARDEN GROVE ON AN ON-CALL BASIS**

### **SCOPE OF WORK**

The City of Garden Grove (CITY) is seeking one or more contractors to Provide Police Rotational Towing and Storage Service for the City Of Garden Grove On An On-Call Basis in accordance with the Scope of Work detailed below. The Contractor shall furnish All Labor, Materials, Equipment and incidentals needed to provide towing and storage services on an on-call basis for the City of Garden Grove. The CITY intends to enter into an Agreement(s) for a fixed period(s) of time with options to renew or extend the Agreement(s) for additional terms, exercised one year at a time.

#### **1. SERVICES GENERALLY**

- 1.1 The CONTRACTOR has the right to tow, impound, and store vehicles at the direction of the Garden Grove Police Department (hereinafter "Police Department" or "G.G.P.D.") within or out of the jurisdictional boundaries of the CITY, subject to the Police Department's call-for-service system, as it may be amended from time to time, at the Police Department's sole discretion.
- 1.2 Provided, however, that nothing contained herein shall deprive the owner or operator of a vehicle from requesting and receiving towing services from a person or entity other than the CONTRACTOR.
- 1.3 Provided, however, that when, in the opinion of the Police Department, an emergency exists, or where the CONTRACTOR is either unable or unwilling for any reason to provide adequate or timely tow service, the Police Department shall have the right to call other tow services, which may or may not be under contract with the CITY. Under such circumstances, the decision to call another tow service, either under contract or not, shall be at the exclusive discretion of the Police Department.

#### **2. LOCATION**

- 2.1 CONTRACTOR shall maintain a physical location with a yard for vehicle storage, along with an office for payment of fees and vehicle releases, which location shall be **within 2.5 miles of the CITY limits**, and from which the business shall be conducted. Such physical location shall be subject to approval by the Chief of Police or his/her designee. A company may establish and maintain an additional location within or outside the CITY as a yard for vehicle storage, subject to the approval by the Chief of Police or his/her designee. Except as otherwise directed by the Police Department, each vehicle towed

pursuant to this Scope of Work shall be stored at a facility, which is located within 2.5 miles of the CITY limits. ***Distance shall be measured by distance straight line, without regard to intervening structures or objects, from the nearest point on the property line of the parcel where the tow service facility is located to the nearest point on the city limit boundary.*** All business offices and storage facilities shall meet all requirements of the contract and the Scope of Work within this RFP document.

- 2.2 All vehicles stored or impounded at the direction of the Police Department shall be towed directly to the CONTRACTOR's impound and storage facilities, unless the Police Department requests that they be taken to some other location. If the vehicle is towed pursuant to a citizen request, then at the request of the citizen the vehicle can be stored at any business location of the owner, which has been approved, by the Chief of Police, or his/her designee.
- 2.3 Any proposed change in the CONTRACTOR's facility locations shall be reported, in writing, to the police department at least sixty (60) days prior to making such change. The CONTRACTOR shall obtain the approval of the Chief of Police or his/her designee for any change of location.

### **3. PERSONNEL**

- 3.1 CONTRACTOR shall comply with, and ensure that each of its tow truck drivers complies with, Garden Grove Municipal Code ("GGMC") Sections 5.52.330 and 5.52.340 (tow truck driver permit requirements). The CITY shall review each application in accordance with Sections 5.52.330 and 5.52.340.
- 3.2 No person employed as a tow truck driver for the CONTRACTOR shall have access to any G.G.P.D. stored or towed vehicle until such time as that person has received written approval from the Chief of Police or his/her designee.
- 3.3 Any tow truck driver permit application obtained by the CONTRACTOR or its driver from the Police Department shall be returned to the Police Department accompanied by a State of California Department of Motor Vehicles ("DMV") printout.
- 3.4 Tow truck operators shall be proficient in the use of the tow truck they are driving and related equipment, including, but not limited to the procedure necessary for the safe towing and recovery of various types of vehicles. It is the responsibility of the tow service company to ensure, its drivers are trained, qualified and competent employees of the business. The drivers shall complete training and have received a certificate of completion through a recognized tow industry association or company specialized in the training of tow drivers. The training shall be hands on and a minimum of 16 hours for light duty class tow trucks and 24 hours for heavy duty class tow trucks. A copy of the certificate of completion for each tow truck operator providing services pursuant to this Agreement shall be provided by CONTRACTOR to the Police Department prior to commencement of each operator's employment.

- 3.5 All CONTRACTOR tow truck operators shall possess valid California Tow Truck Driver certificates and Driver's Licenses in the proper class pursuant to Vehicle Code Sections 13378 and 12804.9(b).
- 3.6 CONTRACTOR shall provide to the Police Department annually (within 10 days of the anniversary of the Agreement) a list of its tow truck operators, including driver's license numbers and a DMV printout for each tow truck operator. Any subsequent employment of a new tow truck operator shall be reported in writing to the police department immediately, including submittal of the above-referenced information.
- 3.7 CONTRACTOR shall notify the Chief of Police or his/her designee in ten (10) days of any change of information on the original application. Failure to notify the Chief of Police in ten (10) days is grounds for revocation of the written approval.
- 3.8 CONTRACTOR shall provide to the Police Department the name of any tow truck operator no longer employed by CONTRACTOR. This notification shall be given to the Traffic Department no later than ten (10) business days following the last date of such operator's employment by CONTRACTOR.
- 3.9 The CONTRACTOR shall have an alcohol and drug program that includes at a minimum, maintaining an alcohol and drug free work environment. Any tow truck operator found working under the influence of alcohol or drugs shall immediately be removed from providing any service to the CITY.
- 3.10 The CONTRACTOR shall participate in the California Department of Motor Vehicles (DMV) Employer Pull Notice Program.
- 3.11 The CONTRACTOR's tow truck operators shall maintain acceptable standards of dress, including uniforms and cleanliness while on duty.
- 3.12 The CONTRACTOR's tow truck operators shall cooperate with and abide by the instructions of the police officers in the field.
- 3.13 Each of CONTRACTOR's tow truck operators shall obtain from the CITY a clip-on identification tag which such operator shall wear at all times when performing services for the CITY in order to allow ease of tow truck operator identification.
- 3.14 If any tow truck operator becomes ineligible to provide tow operator services to the CITY, the CONTRACTOR shall immediately notify the Chief of Police or his/her designee of such ineligibility and the reason(s) therefore.
- 3.15 The CONTRACTOR must have a minimum of three (3) verifiable years for-hire towing experience, as an owner or principal.

- A. An applicant who does not meet the three (3) verifiable years for-hire towing experience may be considered, if a full-time manager who possesses the required tow management experience is employed by the company. The manager shall have the authority to conduct all company business.
- B. If the manager ceases to be employed by the company, the tow Agreement shall be deemed suspended until a new qualified manager is in place. The company will have thirty (30) days to replace the manager to be considered for lifting of the suspension.
- C. An owner or operator who releases vehicles, complete lien sales paperwork, and other tow business related documents for three years in the company, with the qualified manager, will fulfill the three years for-hire-towing experience requirement.

#### **4. TOWING SERVICE DUTIES**

After being requested to the scene by the Police Department, the CONTRACTOR's tow truck operator shall comply with all of the following:

- 4.1 Not move or attach a tow truck to any vehicle until instructed to do so by the investigating officer of the Police Department.
- 4.2 Cooperate with the investigating officer of the Police Department in removing unsafely and/or illegally parked vehicles from the street, and in the storing or impounding of such vehicles as requested.
- 4.3 On collision calls, clean up and remove all debris from the accident scene, including but not limited to clean up and removal of all vehicle fluids in the street with absorbent material, as directed by CITY officers and in accordance with Section 27700 of the California Vehicle Code.
- 4.4 Provide the owner or driver of towed vehicles (when present at scene) with a CONTRACTOR's business card indicating where the vehicles will be stored or impounded (including address and telephone number).
- 4.5 Vehicles brought to Police Department or a designated facility from the scene for processing and then towed to the tow yard will incur an additional second tow fee equal to one-half of the regular tow fee. Storage fees will not start until this vehicle is stored at the towing facility.
- 4.6 CONTRACTOR shall be responsible and held accountable for personal property, vehicle accessories and the vehicle upon receipt of the vehicle from G.G.P.D. The City of Garden Grove, its officers, agents or employees shall not be liable for loss of or damage to any vehicle, accessory, equipment or personal property towed or stored upon the tow truck driver acknowledging receipt for the vehicle by his/her signature on the stored vehicle report form.

- 4.7 CONTRACTOR shall not dispose of or otherwise relinquish control of any vehicle stored or impounded by G.G.P.D. without a written approval to do so. The written approval is required for any vehicle stored or impounded by G.G.P.D. and the tow truck driver signs a stored vehicle report form and receives a copy of the stored vehicle report. The G.G.P.D. stored automobile release form will be the normal form for release.
- 4.8 The release of property from a vehicle will be handled in the same manner as a vehicle release. The stored automobile release form will again be used, but a stamp, "property only" will be utilized at the top of the form. The person who authorizes the release of the property will make the modification and will be specific as to description of the property to be released.
- 4.9 Vehicles shall be released during the business hours of 8:00 am to 5:00 pm, Monday - Friday, "excluding holidays and weekends". There will be, however, occasions arising that can require "after hours releases" of certain vehicles. When the circumstances appear to justify an "after hour release" of a vehicle, approval of the release must be secured from the on-duty Police Supervisor. Inoperable vehicles will not be released after hours.
- 4.10 For purposes of clarity, vehicles towed or stored at the request of citizens, for which no stored vehicle report is utilized, will not require a stored automobile release. Citizens requesting the towing of vehicles under their control shall enter into an agreement with the tow service; G.G.P.D. will act as an avenue of communication between the citizen and the tow service.
- 4.11 When a party obtains a G.G.P.D. stored vehicle release and presents it to the tow service, the vehicle and/or property shall be released to that person upon verification of identity and the payment of the fees. The registered owner will be required to pay for "property only" releases at the G.G.P.D. records counter. An after hours fee will be paid to the tow service for "property only" or vehicle releases after the normal business hours of the tow service.
- 4.12 Once the tow service has received the G.G.P.D. stored automobile release, the tow service is no longer obligated to G.G.P.D. for the continued safe storage of the vehicle and/or property taken.
- 4.13 If after a "property only" release is obtained, the registered owner may return to the records counter, produce the paid receipt for the "property only" release and request a vehicle impound release paying the difference.
- 4.14 In the event a vehicle has been stored or impounded by G.G.P.D. due to error or negligence, no charges or fees shall be paid and the vehicle shall be released to the owner or the owner's agent. The City of Garden Grove shall not be liable for any such charges or fees.
- 4.15 If the error is not discovered before charges or fees are paid to CONTRACTOR for the release of vehicle by owner or owner's agents. CONTRACTOR shall issue

a refund of such charges or fees, if requested within a period of thirteen (13) days after the vehicle is stored.

- 4.16 If the error is not discovered for a period of thirteen (13) business days after the vehicle is stored and the tow service has initiated lien sale process, as required by C.V.C 22851.8, the tow service shall be entitled to recover actual costs incurred to initiate the lien.
- 4.17 In the event a tow truck driver has hooked up a vehicle at the direction of G.G.P.D. and the vehicle owner or person in control of the vehicle appears, and the officer decides the vehicle can be released at the scene, then a payment of one-half (1/2) of the tow charge may be charged by CONTRACTOR to and be payable by the vehicle owner or person in control of the vehicle prior to the vehicle being dropped. The G.G.P.D. officer will complete the stored vehicle report noting the release and payment. The officer will then give the tow truck driver the copy as though the tow had been completed. A case number will be assigned to the release of the vehicle; no SVS entry will be made.
- 4.18 In the case of a vehicle stored or impounded by G.G.P.D. that is of low value and qualifies as a junk vehicle as described within California Vehicle Code Sections 22670 or 22851.10, the tow service may request D.M.V. Form 462, Public Agency Authorization to dispose of a Vehicle to a Scrap Iron Processor or Dismantler, in lieu of obtaining the stored automobile release to process a lien sale for the vehicle. This form will suffice for final disposition of the vehicle and no other release is necessary. Form #462 cannot be issued for (15) fifteen days from the day the vehicle is first stored at the tow facility.
- 4.19 In addition to the storage yard, the tow service shall maintain a closed building that affords storage of four (4) additional full size vehicles. This enclosure shall be of such size and construction to allow for Forensic Services examination of the cars in a dry environment during inclement weather. Access to this enclosed storage building shall be severely limited by CONTRACTOR, as directed by the investigator assigned to the case for which the vehicle has been impounded.
- 4.20 CONTRACTOR must advise the Police Department Traffic Division in writing within ten (10) business days, if a person picking up a vehicle, complains to the tow service of damage to the vehicle or any missing vehicle accessories or personal property from the vehicle for which the tow service company denies responsibility.
- 4.21 All CONTRACTOR's employees who have access to the storage yard or the personal property which is taken out of any vehicle for storage or safe keeping must provide a complete set of finger prints, complete an application and have written authorization from the Garden Grove Police Chief for such access.
- 4.22 Upon request of (a) the registered owner; (b) the legal owner; (c) the



insurance carrier of either (a) or (b) of this section; or (d) the duly authorized agent of any of the foregoing, CONTRACTOR shall furnish an itemized statement upon request and without demanding payment as a condition. The statement shall include the service performed, labor and special equipment used in towing the vehicle.

- 4.23 A vehicle on a thirty-(30) day hold may be signed over to the tow company by the legal owner prior to the expiration of the thirty (30) days. The legal owner must first obtain a vehicle release from the Police Department. The tow company after receiving the vehicle release from the Police Department must apply for a lien release prior to selling the vehicle.
- 4.24 CONTRACTOR may, in the exercise of CITY's discretion, be assigned by the G.G.P.D. to provide service to a portion of the CITY and/or on a rotational basis. The area assigned to the CONTRACTOR will be determined in the sole discretion of the Police Chief. Currently the CITY is divided into two divisions, "East & West." The division of the CITY is determined by the calls for service within these divisions. In the event a need arises to utilize more tow trucks than one division has, the services of the other division may be used

## **5. RESPONSE TIME**

- 5.1 The CONTRACTOR shall provide a response time of no more than twenty-five (25) minutes. Response time is the difference between the time the CONTRACTOR is notified and the time the tow truck arrives at the required location. Emergency conditions, as verified by local media or traffic enforcement may be acceptable reasons for not meeting the response time requirement. Equipment or personnel shortage, or lack of availability is not an acceptable reason for failure to meet response times.
- 5.2 The CONTRACTOR shall give priority to all of the CITY's requests for service.
- 5.3 The CONTRACTOR's dispatcher shall notify the Police Department when a tow vehicle cannot respond immediately, give the reason for the delay, and an estimated time of arrival. In the event of an additional delay, the CONTRACTOR's dispatcher shall again notify the Police Department and give the new estimated time of arrival. To ensure a timely response, the Police Department, in its sole discretion, may cancel any call-for-service because of a response delay and may request service from another tow service provider.
- 5.4 If the tow truck unit(s) has/have not arrived at the scene within twenty (25) minutes from the time requested, the Police Department, based on the urgency of the field situation, may request a different towing service to respond to the call, whether the different tow service has a contract with the CITY or not since there may be a situation where a contract tow company is not available and/or does not have the equipment to handle the requested task. It will then be necessary for the Officer to call a tow company not on the CITY's rotational tow list. This decision is at the discretion of the officer on scene.

- 5.5 In the event CONTRACTOR is unable to respond to calls at the request of the Garden Grove Police Department, it shall be understood that the Police Department has the right to call another towing company on the rotation list. The original tow service will be placed on the bottom of the rotation list. It is incumbent upon the tow service to advise the police dispatcher of any problems that may arise to adversely affect response time.
- 5.6 The Police Department, in order to expedite service can request any tow service out of order on the rotation list. The tow service requested will not lose its place on the rotation list.
- 5.7 If, while rendering assistance in response to a CITY call for towing, a second CITY call for towing is generated to the CONTRACTOR, the CONTRACTOR's tow truck operator shall, before responding to the second call, ensure that all vehicles at the first site are sufficiently clear of the roadway so that no obstruction to normal traffic exists. Once the second call is handled to conclusion, the vehicles at the first site may be towed as necessary.

## **6. EQUIPMENT STANDARDS**

- 6.1 All towing equipment, recovery equipment, and carrier ratings are based on structural factors only. Actual towing, carrying, and recovery capacity can be limited by the capacity of the chassis and the optional equipment selected. The criteria to determine the safe towing limits are:
- (1) The total weight of the truck, including the lifted load, must fall within the Manufacturer's Gross Vehicle Weight Rating (GVWR) and not exceed either the Front or Rear Axle Ratings (FAWR, RAWR).
  - (2) The truck must meet all applicable State and/or Federal standards.
  - (3) A tow driver when towing a vehicle shall not exceed the GVWR and the Axle Weight Rating (AWR) for the tow truck.
  - (4) CONTRACTOR must have a qualified driver for each piece of equipment owned and listed in their proposal.
- 6.2 The CONTRACTOR shall own or have leased to it at least four (4) tow trucks that will be based at its CITY-approved storage facilities and which trucks shall be available to perform towing services at all times during the term of this Agreement. Two trucks shall have a minimum GVWR of 19,000 lbs. The CONTRACTOR shall not use a tow truck with a class rating of less than one ton.
- 6.3 The CONTRACTOR shall have at least three (3) conventional slings or wheel lift type trucks, one (1) rollback car carrier, one (1) 16 ton 35GVW medium duty truck, and one (1) 50 ton 80 GVW heavy duty truck throughout the term of

the contract.

- 6.4 The CONTRACTOR's vehicles shall be equipped as tow trucks in compliance with the provisions of the California Vehicle Code including, but not limited to, Sections 615, 24605, 25100, 27700, and 27907. Tow trucks shall be equipped with red flares, lanterns or reflectors, hand tools (required to remove a drive shaft if necessary) crow-bar, rope, broom, shovel, dustpan, absorbent material for clean-up of hazardous materials, fire extinguisher, portable red tail lights and stop lights for towed vehicles, equipment for opening locked vehicles, go jacks and safety chains.
- 6.5 All CONTRACTOR's vehicles shall have available adequate equipment to handle large trucks, trailers, tractors and other heavy vehicle equipment. This includes a set of dollies capable of supporting any passenger vehicle. Notwithstanding the foregoing in Section 6.5, if the CONTRACTOR does not have the necessary equipment to handle large trucks, trailers, tractors or other heavy vehicle equipment, the CONTRACTOR may decline to provide the requested service.
- 6.6 The CONTRACTOR's vehicles shall have a cable winch of sufficient size and capacity to retrieve vehicles that have gone over embankments or off traveled portions of roadways into remote areas or other difficult locations.
- 6.7 Motorcycles that are stored, impounded, or towed from a collision scene at the request of the Police Department shall be hauled by a trailer that is designed to carry motorcycles, or by a flatbed truck.
- 6.8 Any equipment used and maintained by the CONTRACTOR shall be available for inspection by the Police Department upon request. The CONTRACTOR vehicles shall be subject to random inspection by the CITY.
- 6.9 The CONTRACTOR shall be equipped for and have personnel proficient in, unlocking locked vehicles. The CONTRACTOR shall unlock locked vehicles when requested to do so by the Police Department.
- 6.10 Throughout the term of the contract, the CONTRACTOR shall maintain in a neat and clean manner and in good working condition its storage facilities and improvements thereon, all vehicles, facilities, equipment, and materials used by the CONTRACTOR in the performance of the work. Any additions to or deletions from the CONTRACTOR's tow truck fleet shall be reported immediately, in writing, to the Chief of Police or his/her designee.
- 6.11 CONTRACTOR shall maintain four (4) operational tow trucks. If, for any reason, CONTRACTOR has only three (3) operational tow trucks, CONTRACTOR shall be allowed thirty (30) days including holidays and weekends to have four (4) operational tow trucks. If the CONTRACTOR has two (2) or less tow trucks operational, it will be removed from the rotational list, until it has three (3) tow trucks operational. The CONTRACTOR will then be allowed up to an

additional fifteen (15) days, including holidays and weekends, to get another tow truck operational, for a total of four (4) operational tow trucks. Failure to comply shall be a breach of the contract. Repeated instances of less than four (4) operational tow trucks shall constitute grounds for termination of the tow services agreement.

## **7. COMMUNICATIONS EQUIPMENT**

- 7.1 The CONTRACTOR during the term of the contract shall maintain, and have approved by the City, a continuous means of communication between the Contractor's dispatcher and each CONTRACTOR tow vehicle. The CONTRACTOR shall also maintain and staff, on a 24-hour basis, a telephone to receive calls from the police department and members of the public.
- 7.2 Use of Citizen's Band Class D radio equipment by the CONTRACTOR is prohibited.
- 7.3 Telephone service maintained by CONTRACTOR shall be adequate to receive police calls without delay. The telephone terminals shall be monitored at all times. Recording machines or similar devices are not allowed. If a call from G.G.P.D. is not answered within six (6) rings or the line is busy after two attempts, or placed on hold for more than a minute, the call will be terminated, the CONTRACTOR will be placed on the bottom of the rotation list and the tow service next in line will be called.
- 7.4 The CONTRACTOR shall provide a list of telephone numbers to be called in order of priority. Changes to contact list shall be provided immediately in writing to the Chief of Police or his/her designee along with the effective date of the change(s)

## **8. HOURS**

- 8.1 The CONTRACTOR shall provide twenty-four (24) hour towing service, seven (7) days a week.
- 8.2 The CONTRACTOR shall ensure that there will be an employee on call twenty-four (24) hours a day, seven (7) days a week and capable of being present or available for releasing impounded or stored vehicles to the public in accordance with Section 4.9 of this Agreement. CONTRACTOR's response time for such releases shall be no longer than one (1) hour.

## **9. VEHICLE IDENTIFICATION**

- 9.1 Each CONTRACTOR vehicle shall display identification signs in compliance with Section 27907 of the California Vehicle Code. The CONTRACTOR shall not display any signs or advertising that indicates that the CONTRACTOR is an official towing service or police garage of the CITY.

- 9.2 The CONTRACTOR shall not, through its advertisements or otherwise, in any way publicize any official or other business connection with the CITY, nor shall the CONTRACTOR advertise any address or telephone number of the CITY as a location or place to call for vehicle towing and storage service.

## **10. STORAGE SERVICE RESPONSIBILITIES**

- 10.1 The CONTRACTOR shall be responsible for all vehicles, accessories and equipment thereon, and all personal property therein, stored by CONTRACTOR. It shall be the Contractor's duty to protect such stored vehicles, accessories, equipment, and property against all loss, damage by fire, theft, or other causes.
- 10.2 The CONTRACTOR shall be responsible for the negligent acts and omissions of its employees and for any property damage caused by CONTRACTOR or its employees to any vehicle under their control.

## **11. STORAGE FACILITY STANDARDS**

The CONTRACTOR shall make adequate provisions for the security of vehicles and property at its storage facilities, which shall at a minimum consist of all of the following:

- 11.1 All vehicles shall be stored in a building, or in an area or areas enclosed by a substantial wall or fence. The storage yard shall be enclosed with a concrete block wall or chain-link type fence of a height of not less than six (6) feet. The top of the fence shall be equipped with two (2) or more strands of barbed wire installed in such a manner as to discourage access by climbing the fence. Concertina type razor wire may be substituted for barbed wire, subject to G.G.P.D. approval.
- 11.2 The bottom edge of the fence shall not rise more than two (2) inches above the finished surface of the parking area of the storage yard. A secure locking system shall be a part of the gate and it shall otherwise meet the same standards for security as described for the fence.
- 11.3 All storage facilities shall be paved and maintained in good working order and secured at all times. Any damage affecting security of vehicles, lighting and/or evidence shall be repaired within twenty-four (24) hours of the damage.
- 11.4 The minimum total capacity of the CONTRACTOR's storage facilities for storage shall be spaces for seventy-five (75) vehicles.
- 11.5 All storage facilities must be approved for security by the Chief of Police, or his/her designee, and available for inspection by the Police Department at all times upon request of the Chief of Police or his/her designee.
- 11.6 In the event of theft from the vehicles stored in the yard, the CONTRACTOR

must take additional measures satisfactory to the G.G.P.D. to protect the vehicles and property in the vehicles.

- 11.7 Registered or legal owners, having obtained a vehicle release from the Garden Grove Police Department, shall be allowed to inspect their vehicle without having to pay the storage fees first.
- 11.8 The CONTRACTOR shall not perform any work upon any vehicle without first obtaining written permission from the owner of the vehicle. Notwithstanding the foregoing, all work on impounded vehicles shall be handled pursuant to Section 12 below.
- 11.9 If the CONTRACTOR videotapes or otherwise records images of the storage facility, such videotapes and photographs shall be maintained by the CONTRACTOR for at least ninety-(90) days.

## **12. IMPOUNDED VEHICLES & INSIDE STORAGE**

- 12.1 Vehicles that have been impounded by order of the police department shall not be released, lien sold, worked on, altered, or tampered with, without a written release from the Police Department.
- 12.2 The CONTRACTOR shall maintain, without charge to the CITY, separate, fully enclosed, and secure garage storage facilities for a minimum of four (4) vehicles ordered impounded by the Police Department.
- 12.3 The Police Department shall have sole access to such separate impound facilities when vehicles are being held for evidence.
- 12.4 The Police Department shall designate when a vehicle is to be placed into inside impound storage. Vehicles placed into this impound space shall not be removed from such protection until approved and authorized in writing by the investigating officer of the Police Department.
- 12.5 The CONTRACTOR shall notify the Police Department of any vehicles being impounded within the CITY pursuant to private party impound requests immediately prior to commencement of the towing of such vehicles.

## **13. RELEASE OF VEHICLES**

- 13.1 The CONTRACTOR is responsible for the release of all vehicles stored by the Police Department, including impounded vehicles. The CONTRACTOR is hereby granted authority to release to the registered owner, legal owner, or authorized representative, all vehicles that the tow company did not receive a stored vehicle report, (Form 180), from the Officer or CITY employee at the scene.

- 13.2 After obtaining a release from the Garden Grove Police Department, registered or legal owners or an agent of the owner requesting to inspect their vehicles or remove property from their vehicles shall be allowed to do so without having to pay the storage fees first. Such inspections and property removals shall be available only during the CONTRACTOR's regular business hours.

#### **14. RECORDS**

- 14.1 The CONTRACTOR shall log, maintain, complete and accurate business records of the tow service including: a description of the vehicle, nature of service, time, location, tow truck driver handling the call and an itemized total charge. These records shall be available for inspection by G.G.P.D., with or without cause, with 24 hours' notice, during normal business hours. These records shall be kept for a minimum period of three (3) years.
- 14.2 Record systems must provide for immediate access, upon inquiry by the Chief of Police or his/her designee, to the following information:
- 14.2.1 Locate vehicle from the Police Department's report number.
  - 14.2.2 Locate vehicle from license number only.
  - 14.2.3 Locate vehicle from make, color, date and location of impound.
  - 14.2.4. Date of filing of all lien sale documents with DMV.
- 14.3 The CONTRACTOR shall submit a report, by the 10<sup>th</sup> day of each month, to the Police Department, which shall include all of the following information for the preceding month:
- 14.3.1 Total CITY impounds and storages.
  - 14.3.2 Number of times dispatched by the Police Department.
  - 14.3.3 Number of calls for service resulting in impounds.
  - 14.3.4 Number of calls for services that resulted in having to spend more than one hour on the call.

#### **15. LIENS AND DISPOSALS**

- 15.1 On or before the 10<sup>th</sup> of each month, the CONTRACTOR shall furnish to the Police Department, a list of all vehicles that have been sold at lien sale during the previous month, and date of the action. This list shall include the vehicle owner's name, address, vehicle make, vehicle model, vehicle year, license number, VIN number, and Police Department record number. Copies of all lien sale documents shall be submitted with each list. The document shall be dated and is to include all charges imposed on each sale.

- 15.2 Prior to a lien sale of any vehicle, CONTRACTOR shall confirm with CITY the amount of any outstanding amounts due with respect to parking citations pertaining to the vehicle and shall cooperate with CITY to recover, the extent feasible, all such outstanding amounts due. Notwithstanding the lien priority established pursuant to subdivision (b) of Vehicle Code Section 22851.1, for all lien sold vehicles that were impounded and not released under, or in connection with, subdivision (i) of Vehicle Code Section 22651, CONTRACTOR shall, within thirty (30) days of the lien sale, remit to CITY the lesser of (i) the total outstanding amount due CITY, or (ii) fifty percent (50%) of the total lien sale price received by CONTRACTOR. For all lien sold vehicles with respect to which outstanding amounts are owed CITY for parking violations, but with respect to which CITY does not have a lien pursuant to Vehicle Code Sections 22651(i) or 22851.1, CONTRACTOR shall, within thirty (30) days of the lien sale, remit to CITY the lesser of (i) the total outstanding amount due CITY, or (ii) fifty percent (50%) of the total lien sale price otherwise due to CONTRACTOR in satisfaction of its lien pursuant to Vehicle Code Section 22851(a). CONTRACTOR shall be responsible for filing of all necessary paperwork related to the lien sale and satisfaction of outstanding amounts owed CITY with respect to parking citations.
- 15.3 The CONTRACTOR shall comply with all State law requirements for the disposal of unclaimed vehicles.

## **16. INSPECTION**

- 16.1 A CHP (California Highway Patrol) inspection of the company's towing equipment, facility or facilities is required.
- 16.2 In addition to the CHP inspection report, the CONTRACTOR's towing equipment, facility or facilities may be inspected at least two (2) times per year (annually) with 24 hours notice, during normal business hours by the Police Department Traffic Division, and a report filed thereon. The Garden Grove Police Department shall be authorized to perform field inspections of CONTRACTOR's equipment at any time without notice.
- 16.3 The City Building Division and the Fire Department, on request of the Chief of Police, may inspect the premises proposed to be devoted to public automobile storage and make recommendations to the Chief of Police or his/her designee.
- 16.4 CONTRACTOR's towing equipment, facility or facilities may be inspected with or without cause, with 24 hours' notice, during normal business hours by the Police Department Traffic Division, and a report filed thereon. The Police Department may rely on inspections conducted by the CHP.
- 16.5 If any deficiencies or equipment violations are discovered during any Police Department or CHP inspection, the CONTRACTOR will be so advised in writing. The CONTRACTOR will be given ten (10) business days, to rectify the deficiency or violation. Failure to comply will constitute a breach of this agreement.



- 16.6 If in the opinion of the Police Department Traffic Division, the deficiencies or equipment violations which are discovered during any Police Department or CHP inspection prevent a vehicle from being operated in a safe manner, the vehicle will be taken out of service. Failure to comply may result in the CONTRACTOR being removed from the call list.

## **17. MOTORISTS ASSISTANCE**

- 17.1 Whenever a motorist requests tow assistance from the Police Department and does not specify a particular tow company or membership agency, the service shall, in the sole discretion of the Police Department, be assigned to either the CONTRACTOR or another tow service company awarded a contract for tow service by the CITY. All charges arising out of such assistance assigned to the CONTRACTOR shall be the exclusive responsibility of the CONTRACTOR and the requesting motorist. The CITY shall not be liable for any charges whatsoever arising out of a motorist assistance call. The CONTRACTOR shall not charge such motorist more than the rates specified in the contract.

## **18. ASSUMPTION OF RISK**

- 18.1 The CONTRACTOR assumes all risk in the event of damage, theft, fire or otherwise, of the vehicles or any other property towed, impounded, or stored by the CONTRACTOR, its employees or agents.
- 18.2 Notwithstanding any other term or condition herein, in responding to any call from the police department, the CONTRACTOR shall have no claim whatsoever against the CITY or any right to recover from the CITY for the cost of any of the services it renders in the performance of the contract. The CONTRACTOR shall look solely and exclusively to the owner of the vehicle towed, impounded, or stored for payment of the services provided by the CONTRACTOR.
- 18.3 The CONTRACTOR shall assume the entire risk of nonpayment of any service charges incurred pursuant to the Agreement.

## **19. DRY RUNS**

- 19.1 The CITY shall not be liable to pay to the CONTRACTOR any charge whatsoever or fee for a call that does not result in a chargeable service being rendered by the CONTRACTOR (i.e., a "dry run").
- 19.2 In the event the police department errs in impounding or storing vehicle(s), the CONTRACTOR shall cause the release of vehicles upon the direction of the police department without charge for towing or storage.

## **20. CITY VEHICLE TOWING**

- 20.1 The CONTRACTOR shall provide, *without cost to the CITY*, towing of all CITY owned vehicles as requested by the CITY.

## **21. ADDITIONAL RESOURCES**

- 21.1 It shall be the responsibility of the CONTRACTOR to provide equipment and to perform the duties as required by the Police Department. The CONTRACTOR is hereby granted authority to utilize additional resources whenever deemed necessary to perform tow service duties. This may include, but is not limited to, personnel and/or equipment of another tow operator whose employees have approval as provided for in the contract. This, however, shall not relieve the CONTRACTOR of its duties and responsibilities, and any additional cost incurred as a result of utilizing additional resources shall not be charged to the CITY.

## **22. ABANDONED VEHICLES**

- 22.1 Vehicles, or parts thereof, which are disposed of through Abandoned Vehicle Abatement Program by delivery to an authorized automobile dismantler, pursuant to Section 22660 of the California Vehicle Code are excluded from the contract. No charge shall be assessed against the CITY or the owner of any vehicle that is towed, stored, or dismantled under the provisions of the Abandoned Vehicle Abatement Program.

## **23. CONTRACTOR'S CONDUCT**

It shall be grounds for termination of the contract, if CONTRACTOR, or any of its agents or employees or any person(s) connected or associated with the CONTRACTOR as an operator, director, officer, stockholder, general manager, or person who is exercising managerial authority of or on behalf of the CONTRACTOR has committed any one of the following acts:

- 23.1 Has been convicted of a felony or any crime involving theft, embezzlement, stolen property, fraud or crimes of violence within the last ten (10) years or is so convicted during the term of the Agreement.
- 23.2 Has published, uttered or disseminated any false, deceptive or misleading statements or advertisement in connection with the operation of the towing service.
- 23.3 Has conducted the towing service in a manner contrary to the peace, health, safety, and general welfare of the public.
- 23.4 Has violated or permitted other persons to violate, through an act of omission or commission by the CONTRACTOR, any felony or misdemeanor crime involving sexual offenses or moral turpitude, or a felony involving sale or use of a controlled substance, or any act of dishonesty, fraud, within the last ten (10) years.
- 23.5 Had an inspection or investigation by the City Building Division, Police Department, or Fire Department, which revealed a deficiency, violation, or

conduct that endangers the peace, health, safety and general welfare of the public.

- 23.6 Employs tow truck drivers under 18 years of age.
- 23.7 Fails to notify the Garden Grove Police Department Traffic Division in writing of any names, addresses, driver's license number of any newly employed tow truck driver within ten (10) business days of their hire date, or fails to notify the Garden Grove Police Department Traffic Division within ten (10) business days of any tow truck driver who is no longer employed by CONTRACTOR.
- 23.8 Has charged fees in excess of the schedule rates approved by the Police Department for rotational tow services or in excess of any Federal, State, County or City laws or regulations for towing and/or storage of vehicles or any service incidental to towing.
- 23.9 Has allowed the services of a tow service driver with a record of violations of the Vehicle Code which has resulted in the suspension or revocation of their driver's license or a second (2nd) driving under the Influence or reckless driving conviction within the three (3) years preceding the most recent violation, to remain in CONTRACTOR's employment as a driver providing service to the CITY.
- 23.10 Fails to comply with any California Vehicle Code, Federal, State, or County regulations and laws relating to towing and/or storing of vehicles, including the impounding and storing of vehicles from private property.
- 23.11 Fails to maintain control of any personal property, vehicle accessories and vehicles, which have been towed.
- 23.12 Fails to reimburse the legal or registered owner for damage or loss that occurs while the vehicle was in the CONTRACTOR's custody.
- 23.13 Having allowed an unauthorized person access to the storage yard or facilities.
- 23.14 Any other grounds as outlined in the Agreement between the CITY and the CONTRACTOR.
- 23.15 Has knowingly made false, misleading or fraudulent statements of a material fact in a report or record required to be filed with the Garden Grove Police Department.
- 23.16 Has stopped and solicited on any street, highway or other public thoroughfare the rendering of assistance to a person or disabled vehicle without first being requested to do so, except to render emergency aid when there exists an imminent peril to life or property.

- 23.17 Has charged for services not performed, equipment not employed or used, service or equipment not needed, or has otherwise materially misstated the nature of any service performed or equipment used.
- 23.18 Has been denied consideration for placement on another police department tow list or suspended from another police department tow list, within five (5) years of applying to provide tow services to the City of Garden Grove, or during the term of the CONTRACTOR's agreement with CITY.
- 23.19 Obtaining a tow contract from the CITY by use of fraud, trick, dishonesty, or forgery.
- 23.20 Towing a vehicle to a location other than approved by the Police Department as an authorized storage facility without first receiving prior authorization to do so by the Police Department.
- 23.21 After towing a vehicle to the CONTRACTOR's storage facilities, towing the vehicle to another location for storage or impound without authorization from the Police Department.
- 23.22 Defrauding or conspiring to defraud any owner of any vehicle, any insurance company, or any other person financially interested in the towing, storage, or impound of any vehicle.
- 23.23 Moving, tampering with, or removing a vehicle involved in a traffic collision prior to the arrival of law enforcement officers at the scene.
- 23.24 The Police Department receives four (4) or more complaints against the CONTRACTOR during any twelve (12) month period that the Police Department, in its reasonable discretion, determines to be justified, regarding the service, or lack thereof, provided by the CONTRACTOR.
- 23.26 Failing to comply with any provision of the contract between the CONTRACTOR and CITY.
- 23.27 Repeated or flagrant violations of the provisions of the California Vehicle Code.
- 23.28 Demonstrating a pattern or practice of failing to answer calls-for-service, respond promptly to calls, and/or to maintain clean, orderly, and secured storage facilities.
- 23.29 Failing to obtain and maintain a current valid CITY business license.
- 23.30 Commission of any unlawful, false, fraudulent, deceptive, or dangerous act while conducting its towing operation business.
- 23.31 Allowing the insurance coverage required herein to be withdrawn, lapse or otherwise to no longer being in force for any reason.

- 23.32 Dissolution of business or bankruptcy.
- 23.33 Assignment of the Agreement, or any right or interest stated herein, without the prior written consent of Chief of Police of his/her designee.
- 23.34 Any recurring deviation from the Police Department approved charges as specified herein.
- 23.35 Has committed any act constituting dishonesty or fraud.
- 23.36 Has a conviction or a plea of nolo contendere or guilty to a misdemeanor or felony crime involving sexual offenses, theft, embezzlement, stolen property, fraud, crimes of violence or moral turpitude, or a felony involving sales or use of a controlled substance within the last ten years or during the term of the Agreement between the CONTRACTOR and CITY.
- 23.37 Has published, uttered or disseminated any false, deceptive or misleading statements against the Police Department, the City of Garden Grove or its employees.
- 23.38 Has sold or transferred ownership of CONTRACTOR without prior written approval of the Chief of Police and/or in violation of Garden Grove Municipal Code Sections 5.52.160 through 5.52.180. Upon any change in CONTRACTOR's ownership, CITY reserves the right to re-evaluate the new company/owners per the terms of this RFP and may terminate the Agreement at the sole discretion of the CITY. CONTRACTOR shall not be entitled to terminate the Agreement solely as a result of a change in ownership of CONTRACTOR.

#### **24. FEES/CHARGES**

- 24.1 CONTRACTOR shall charge rates for all service, including an after hour's release fee, as established by the Chief of Police or his/her designee. The rates for citizen assist calls for services such as service calls or disabled vehicle tows will be established by the Police Department as commercial rates for CONTRACTOR. The Chief of Police or his/her designee prior to the increase will authorize any and all rate increases.
- 24.2 All rates and charges shall be conspicuously posted in the CONTRACTOR's office and in all tow vehicles, and shall be available for review by Police Department and/or persons for whom tow service is provided. All customer bills shall be itemized. It shall be the CONTRACTOR's responsibility to collect payment for services it renders under the Agreement from the vehicle owners, and the CITY shall not be responsible in any way whatsoever for payment of these charges.
- 24.3 Routine clean-up such as sweep up, fluid clean-up and debris removal shall be include in the basic tow charge. However, when clean-up is determined to be excessive (by mutual agreement of the CONTRACTOR and the CITY), the rate

shall be the labor rate referenced in CONTRACTOR'S proposal (quoted for "labor").

- 24.4 The CONTRACTOR, as prescribed within California Vehicle Code Section 22651.1, shall accept a valid bankcard, credit card or cash for payment of towing and storage by the registered owner, legal owner, or agent of the owner claiming the vehicle.
- 24.5 Following the completion of the initial three (3) year contract period, the Chief of Police or his/her designee may reevaluate the charges and rates set to ensure that the current rates and charges are reasonable.
- 24.6 Fees for Lien Sale Vehicle Release: A Request Release for Lien Sale-form #439 is required prior to the lien release of any vehicle that has been stored or impounded by the Police Department. The use of this system provides a way to monitor vehicles used or involved in major crimes that may be evidence of the crime, and to prevent their release. An administrative fee of \$12.00 per request release for lien sale form has been established to defray the costs of printing, filing, verifying if the vehicle is needed as evidence, and the postage or delivery of the forms to the CONTRACTOR. The fee will begin upon the inception of this agreement. A check for the accumulative total of request release for lien sale forms will accompany each package submitted.

## **25. ACTS OR OMISSIONS OF REPRESENTATIVES**

- 25.1 It is understood and agreed by the parties that the acts and/or omissions of the owner(s), officers, operators, officials, employees, agents and representatives of the CONTRACTOR in the performance of the services and obligations under this agreement shall constitute the acts and/or omissions of the CONTRACTOR and not of the CITY.

## **26. ENVIRONMENTAL REGULATIONS**

- 26.1 It is understood and agreed by the CONTRACTOR that all state and federal regulations regarding the clean up and disposal of hazardous materials at the site of all accidents, including those involving CITY owned vehicles, are the responsibility of the CONTRACTOR.
- 26.2 CONTRACTOR is responsible for maintaining all required records and receipts in the event that these documents are requested for proof of compliance. See *guidance documents in APPENDIX C, which do not limit the CONTRACTOR's responsibility for all state and federal regulations regarding hazardous material clean up and disposal.*

## **27. APPLICATION FEES**

27.1 The CONTRACTOR shall be subject to the following fees intended to defray the CITY's costs of processing the Contract:

|  |                                 |
|--|---------------------------------|
| Tow Application Fee  | \$450.00                        |
| <b>(must be included with proposal at the time of submittal)</b> |                                 |
| D.O.J background check   | \$32.00 (made payable to D.O.J  |
| Annual Inspection Fee  | \$250.00                        |
| Re-Inspection Fee  | rate of top step police officer |
| Tow Driver Permit  | \$81.00                         |
| Tow Driver Permit Renewal  | \$40.00                         |

*Live scan forms can be obtained at the Police Department. An appointment must be made with the front desk and please bring payment in the form of cash or check, payable to the City of Garden Grove, at the time of your appointment. The total cost is \$81.00 (D.O.J.-\$32.00, FBI-\$17.00, and Police Department \$25.00).*



**RFP NO. S-1309  
ATTACHMENT "B"**

**AUTHORIZED TOWING AND STORAGE FEE SCHEDULE**

| <b>SERVICE</b>  | <b>FEE</b>  |
|---|---|
| CLASS A   | \$225.00  |
| CLASS B OR FLATBED  | \$260.00  |
| CLASS C   | \$375.00  |
| CLASS D   | \$405.00  |
| Dolly, Go-Jacks or Linkage Fee                              | \$80.00   |
| Rollover or Winching Fee                                    | \$160.00  |
| Clean-Up Fee (fee to City capped at \$35.00 per occurrence) | \$90.00   |
| Hazmat Fee (per five (5) gallon bucket)                     | \$140.00  |
|   |   |
| <b>Vehicle Storage Fees (Daily)</b>                         |   |
| Class A-Outside   | \$75.00   |
| Class A-Inside  | \$80.00   |
| Class B-Outside   | \$80.00   |
| Class B-Inside  | \$85.00   |
| Class C or Class D-Outside                                  | \$85.00   |
| Class C or Class D-Inside                                   | \$90.00   |
|   |   |
| After Hours Release   | 50% of the authorized towing charge                     |
| Minimum Service Call or Drop Fee                            | 50% of the authorized towing charge                     |
| Lien Sale   | As authorized by the California Civil and Vehicle Codes |
| Mileage (per mile outside the corporate city limits)        | \$12.00   |



**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

|          |  |        |               |
|----------|--|--------|---------------|
| To:      | Lisa Kim   | From:  | Amir El-Farra |
| Dept.:   | City Manager   | Dept.: | Police Chief  |
| Subject: | Acceptance of grant funds from the California Board of State and Community Corrections (BSCC) for Police Officer Wellness programs. (Grant Funds: \$122,162.38) ( <i>Action Item</i> ) |        |               |
|          |  | Date:  | 6/13/2023     |

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**OBJECTIVE**

For the City Council to accept the grant funds in the amount of \$122,162.38 from the California Board of State and Community Corrections (BSCC) Officer Wellness and Mental Health Grant Program that is for the purpose of officer wellness and expansion of mental health resources.

**BACKGROUND**

The California Board of State and Community Corrections Officer Wellness and Mental Health Grant Program, established in the 2022 Budget Act (Assembly Bill 178, Chapter 45, Statutes of 2022), provides \$50 million for city and county law enforcement agencies for improving officer wellness and expanding mental health resources.

**DISCUSSION**

The funding distribution included the allocation of funds to 394 agencies throughout the State of California. Law enforcement agencies received a portion of the funds based on the number of eligible Peace Officers, with the Garden Grove Police Department eligible to receive \$122,162.38.

These funds are designed to improve officer wellness and expand mental health resources. Per the statute, the funding may be used for any of the following purposes:

- Establishing or expanding officer wellness units;
- Establishing or expanding peer support units;

- Services provided by a licensed mental health professional, counselor or other professional that works with law enforcement;
- Expanding multiagency mutual aid programs focused on officer wellness and mental health; and/or
- Other programs and services that are evidence-based or have a successful track record of enhancing officer wellness.

### FINANCIAL IMPACT

The total appropriation for the grant period (July 1, 2022 to December 1, 2025) is approximately \$122,162.38. There is neither cost nor income to the City based upon participation in this grant and there will be no fiscal impact to the General Fund. Supplanting is strictly prohibited for all BSCC grant funds.

### RECOMMENDATION

It is recommended that the City Council:

- Accept the California Board of State and Community Corrections (BSCC) Officer Wellness and Mental Health Grant Funds in the amount of \$122,162.38; and
- Appropriate these funds to the Police Department's FY2023-25 budget.

By: Lieutenant Vincente Vaicaro

### **ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b>     | <b>File Name</b>                                       |
|--------------------|--------------------|-----------------|--|
| BSCC Memo          | 5/24/2023          | Backup Material | BSCC-Officer-Wellness-Grant-memo-from-Linda-Penner.pdf |

**DATE:** December 21, 2022  
**TO:** Police Chiefs and Sheriffs  
**FROM:** Linda Penner, Chair  
**SUBJECT: OFFICER WELLNESS AND MENTAL HEALTH GRANT AWARD**

I am pleased to let you know that the BSCC has begun processing the Officer Wellness and Mental Health grants, which were included in the Budget Act of 2022. All eligible law enforcement agencies will receive their payment by February 15, 2023. This memorandum provides further information about the purposes of the grant, and requests your assistance in identifying the person in your agency who will be responsible for required data reporting.

This disbursement is being made in accordance with Assembly Bill 178, Chapter 45, Statutes of 2022, Item 5227-121-0001. This funding is available to all city and county law enforcement agencies employing officers described in Section 830.1 of the Penal Code. The Officer Wellness grant is for the purpose of improving officer wellness and expanding mental health sources as follows:

1. Establishing officer wellness units or expanding existing officer wellness units.
2. Establishing peer support units or expanding peer support units.
3. Services provided by a licensed mental health professional, counselor, or other professional that works with law enforcement.
4. Expanding multiagency mutual aid programs focused on officer wellness and mental health.
5. Other programs or services that are evidence based or have a successful track record of enhancing officer wellness.

For further information about this funding and to identify the amount of funding allocated to your agency, please visit the Board of State and Community Corrections' webpage for the Officer Wellness and Mental Health Grant available at <https://www.bscc.ca.gov/officer-wellness-and-mental-health-grant-program/>.

Provision 2 of the Budget Act requires each grant recipient to submit an expenditure report and a final impact report no later than December 1, 2025. Additionally, grant recipients will submit a brief annual expenditure report. Reports will be provided to the Commission on Peace Officer Standards and Training (POST). Detailed information regarding reporting requirements and reporting requirement webinars will be sent out in early 2023.

Please send the name and email address of the individual(s) within your agency who will be responsible for the implementation and reporting requirements for this grant to [OfficerWellnessGrant@bscc.ca.gov](mailto:OfficerWellnessGrant@bscc.ca.gov) by February 28, 2023 so they may receive additional information regarding detailed reporting requirements, webinars, and deadlines.

If you have any questions regarding this funding distribution, please email [OfficerWellnessGrant@bscc.ca.gov](mailto:OfficerWellnessGrant@bscc.ca.gov) and a BSCC staff member will respond.

Sincerely,



LINDA PENNER  
Chair  
Board of State & Community Corrections

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

|          |   |        |              |
|----------|---|--------|--------------|
| To:      | Lisa L. Kim   | From:  | Maria Stipe  |
| Dept.:   | City Manager  | Dept.: | City Manager |
| Subject: | Amendment to the Agreement with Woodruff & Smart to adjust the rates for City Attorney services. (Cost \$20,000) ( <i>Action Item</i> ) | Date:  | 6/13/2023    |

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**OBJECTIVE**

For the City Council to approve an amendment to the agreement with Woodruff & Smart to adjust the rates for City Attorney services.

**BACKGROUND**

Woodruff & Smart (formerly Woodruff, Spradlin and Smart) has provided City Attorney services to the City of Garden Grove since May 1992. These services include counsel on general City matters, counsel for the Planning Commission and other City hearing bodies, contract review, claims review, code enforcement prosecution, and litigation related to a wide variety of matters, including personnel issues. Since 2011, the agreement has had an annual CPI adjustment with a cap of 3%.

**DISCUSSION**

In the last five years, the CPI has risen in excess of 3%, which has kept Woodruff & Smart from keeping up with their rising costs along with the difficulty in hiring and retaining attorneys due to the current market. For example:

- In 2018, the CPI was 4.3%
- In 2019, the CPI was 3.4%
- In 2020, Woodruff & Smart opted not to implement an increase due to the Pandemic
- In 2021, the CPI was 4.5%
- In 2022, the CPI was 8.2%

The current rates are \$233/hr. for attorneys and \$134/hr. for paralegals/law clerks. The attached amendment would adjust their rates by 5% to \$245/hr. for attorneys and to \$145/hr. for paralegals and law clerks (rounded to the nearest dollar), and would increase the CPI cap to 5%. The amendment also includes a rate for

developer reimbursable legal costs at the rate of \$295/hr. (which is still substantially lower than what developers pay their own attorneys).

#### FINANCIAL IMPACT

If approved, funds will be included in the FY 2023-25 biennial budget to cover the amount of the increase, which is estimated to be approximately \$20,000 for FY 2023-24.

#### RECOMMENDATION

It is recommended that the City Council:

- Approve the attached amendment to the agreement with Woodruff & Smart for City Attorney services; and
- Authorize the City Manager to execute the amendment on behalf of the City.

#### **ATTACHMENTS:**

| <b>Description</b>                                | <b>Upload Date</b> | <b>Type</b> | <b>File Name</b>  |
|---|--------------------|-------------|---|
| Amendment to Agreement for City Attorney Services | 6/5/2023           | Agreement   | GG-<br>_AMENDMENT_TO_LEGAL_SERVICES_AGREEMENT_2023_(1).DOCX |

## AMENDMENT TO AGREEMENT FOR CITY ATTORNEY SERVICES

This Amendment to Agreement for City Attorney Services is made this \_\_\_\_ day of June, 2023, by and between the City of Garden Grove, hereinafter "City" and Woodruff and Smart, a professional corporation, hereinafter "Attorneys."

Whereas, City and Attorneys, formerly known as Woodruff, Spradlin & Smart, a professional corporation, entered into an agreement for City Attorney services in May 1992 (the "Agreement"), which was subsequently amended on June 7, 1994, September 24, 1996, June 12, 2001, and again on June 28, 2011.

Whereas, Attorneys amended their corporate name from Woodruff, Spradlin & Smart to Woodruff & Smart as of April 13, 2023.

Whereas, the parties wish to further amend the agreement to adjust the compensation to Attorneys thereof.

NOW, THEREFORE, the City and Attorneys agree that the existing Agreement for City Attorney Services, as amended, shall be further amended as follows:

A. Exhibit A to the Agreement shall be modified to include the following adjusted rates:

1. Hourly Rates for Legal Personnel. The hourly fee for all City work, advisory and litigation shall be \$245 per hour for attorneys and to \$145 per hour for paralegal and law clerk personnel, billable in increments of one-tenth of an hour (six minutes).
2. Third-Party Reimbursement. Legal services provided to the City for which the City receives reimbursement from a developer or other third party for proposed development projects pursuant to a deposit/reimbursement agreement shall be billed at the hourly rate of \$295 per hour for all attorneys.
3. CPI Adjustments. Effective July 1 of each year commencing July 1, 2024, the hourly rates for attorneys, paralegals and law clerks above, including third-party reimbursement rate, shall be increased in an amount equal to the percentage change in the Consumer Price Index for the Los Angeles-Long Beach-Anaheim Metropolitan area, urban wage earners and clerical workers, for the period of June 1-May 30 of the prior year, with an annual cap of 5%. Each hourly labor rate shall be rounded to the nearest one-dollar increment.

4. Reimbursable Expenses.

|                              |   |
|------------------------------|---|
| In-office photocopying:      | \$0.25 per page<br>(after 25 pages per copy job)    |
| Mileage:                     | In accordance with the<br>IRS Standard Mileage Rate |
| Parking at Courthouse:       | Actual cost   |
| Filing fees, messenger fees: | Actual cost   |
| Jury fees and expert fees:   | Actual cost   |
| Word Processing:             | No cost, unless overtime required,<br>then at cost  |
| Phone/Fax:                   | No cost   |

B. These Amendments shall become effective July 1, 2023, and shall supersede any provisions to the contrary set forth in the Agreement and any prior amendments thereto.

C. All other provisions of the Agreement not specifically amended herein shall remain in full force and effect as set forth therein.

**Attorneys:**

**Woodruff & Smart**

By: \_\_\_\_\_  
Patrick M. Desmond, President

**City:**

**City of Garden Grove**

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

Attest:

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



**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

|          |  |        |               |
|----------|--|--------|---------------|
| To:      | Lisa L. Kim  | From:  | Patricia Song |
| Dept.:   | City Manager   | Dept.: | Finance       |
| Subject: | Award a contract to U.S. Bank, N.A. for banking services for Fiscal Years 2023-24 through 2025-26.<br>(Cost: \$79,000 per year)<br>(Action Item) |        |               |
|          |  | Date:  | 6/13/2023     |

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**OBJECTIVE**

To request the City Council to award a contract to U.S. Bank, N.A. for banking services for the period from July 1, 2023 through June 30, 2026, with an option to extend for two additional years, for a total performance period of five (5) years. Option years shall be exercised at the sole option of the City.

**BACKGROUND**

The City has been using MUFG Union Bank for general banking services since 2012. In December 2022, U.S. Bank, N.A. acquired Union Bank. The merger and acquisition occurred while staff was planning for a Request for Proposal for banking services. Staff worked closely with our Union Bank representatives and the conversion implementation team at the U.S. Bank, and was assured that all existing services will be transitioned smoothly to U.S. Bank, and the service fees are either maintained at the current level or lowered upon the transition.

**DISCUSSION**

In June 2022, the City extended its contract with the Union Bank to maximize efficiency and return on investment for efforts invested on the implementation of the various functions related to the new ERP system, such as bank reconciliation, P-card, accounts payable and payroll modules. Staff invested significant amount of time to redesign processes, payment files and standard operating procedures to integrate the bank's online portal with our ERP system. To fully take advantage of the efforts invested, the City decided to continue with Union Bank for banking services for an additional one to two years. The additional time would allow staff to evaluate the cost and benefit of switching banking service provider, and consider the best approach for the selection process.

In summer of 2022, the U.S. Bank announced its intention to acquire the Union Bank. Staff worked closely with the Union Bank representatives to discuss options. After reviewing the U.S. Bank's profile, the service lines it provides, the technology and strength it demonstrates, the proposed fee schedule, as well as the timing of the merger, staff believes it is in the best interest of the City to contract with the U.S. Bank for general banking services, due to the following:

- All of the customizations done with the City's existing banking service provider, Union Bank will be transitioned to U.S. Bank without incurring additional costs. This includes customized reports, P-Card module configuration for credit card coding and posting, user profile setting, remote deposit and ACH payment processing.
- Enhanced fee structure, including:
  - Premium earnings credit rate of 2.25%.
  - Locked-in pricing for five years through December 31, 2028. The proposed fee rates are consistent with the City's existing fees with Union Bank, which was established through a competitive process in 2012.
- Additional account services, such as:
  - Money Fund Automated Sweep account with rate over 4%, based on current market.
  - Competitive P-card and virtual card rebate of 1.35% and a potential to earn an additional 0.45% with early payment incentives.

Based on our current utilization of the services, account balances and volume of transactions, it is anticipated that all banking service fees will be completely offset by monthly earnings.

U.S. Bank, N.A. is an industry-leading financial institution. It is federally chartered, and is subject to oversight by U.S. regulatory agencies, including the Federal Reserve and the Federal Deposit Insurance Corporation (FDIC). U.S. Bank is a full-service commercial bank providing an array of financial services to individuals, companies, and government agencies. The City has been using U.S. Bank for its trust services for decades. U.S. Bank demonstrated strength in its credit rating, liquidity and capital base. Its long-term rating by Standard & Poor's is A+ with stable outlook.

U.S. Bank offers new technologies that will facilitate the City in its process of further automation. These technologies include but not limited to virtual pay, account sweep, accounts payable optimizer, and automated escheatment process. Staff looks forward to partner with U.S. Bank to continue our efforts in improving efficiency and optimizing processes.

Staff is requesting the City Council to approve an exception to bidding as being in the best interest of the City pursuant to GGMC 2.50.060(G), and award a contract to U.S. Bank from July 1, 2023 through June 30, 2026, with two additional option years.

#### FINANCIAL IMPACT

The cost of banking services varies based on the types and volumes of transactions,

and averages about \$79,000 per year, and will be included in the City's operating budget. The fee rates per transaction in the contract are either consistent or lower than our current rates. No out-of-pocket expense is anticipated, as it will be fully covered by the potential interest earnings.

#### **RECOMMENDATION**

It is recommended that the City Council:

- Authorize to dispense with bidding as being in the best interest of the City pursuant to Garden Grove Municipal Code Section 2.50.060(G);
- Award a contract to U.S. Bank N.A. for general banking services for the period from July 1, 2023 through June 30, 2026, with an additional two option years; and
- Authorize the City Manager or her designee to execute the contract, approve minor modifications as needed, and exercise the option to extend the contract up to five years.

#### **ATTACHMENTS:**

| <b>Description</b>   | <b>Upload Date</b> | <b>Type</b> | <b>File Name</b>                    |
|--|--------------------|-------------|-------------------------------------|
| Attachment 1 - Contract with U.S. Bank                     | 6/5/2023           | Exhibit     | Attachment_A_-_US_Bank_PSA.pdf      |
| Attachment 2 - U.S. Bank Master Services Agreement         | 6/5/2023           | Exhibit     | Attachment_B_-_US_Bank_MSA.pdf      |
| Attachment 3 - U.S. Bank Banking Services Proposal         | 6/5/2023           | Exhibit     | Attachment_C_-_US_Bank_Proposal.pdf |
| Attachment 4 - U.S. Bank Banking Services Pricing Schedule | 6/5/2023           | Exhibit     | Attachment_D_-_Pricing_Schedule.pdf |

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **U.S. Bank National Association, a national banking association, d.b.a. U.S. Bank** hereinafter referred to as "BANK".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED \_\_\_\_\_.
2. CITY desires to utilize the services of BANK to Provide Banking Services for the City of Garden Grove.
3. BANK is qualified by virtue of experience, training, education and expertise to accomplish services.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for the period of July 1, 2023 through June 30, 2026, with an option to extend said agreement for two additional fiscal years, for a total performance period of five (5) years. Option years shall be exercised at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate BANK for work performed to date in accordance with Proposal, Attachment "B". Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by BANK shall consist of tasks as set forth in the Proposals, which are attached as Attachment "A" and Attachment "B" and are hereby incorporated by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** BANK shall be compensated as follows:
  - 3.1 **AMOUNT.** Total Compensation for this agreement shall be per the attached schedule which is attached as Attachment "C", and in accordance with Proposals, which are attached as Attachment "A" and Attachment "B", and are hereby incorporated by reference.

- 3.2 Payment. For work under this Agreement, BANK shall debit the account designated by CITY and shall provide a monthly analysis statement. Payment shall be based on schedule included in Proposal (Attachment C).
- 3.3 Records of Expenses. BANK shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement in accordance with its records retention schedule. These records will be made available at reasonable times to CITY upon fifteen (15) days written notice.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.
4. **Non-Liability of Officials and Employees of the City.** No official or employee of CITY shall be personally liable to BANK in the event of any default or breach by CITY, or for any amount, which may become due to BANK.
5. **Non-Discrimination.** BANK 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.
6. **Independent Contractor.** It is agreed to that BANK shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
7. **Compliance with Law.** BANK shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
8. **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. Either party may update its notice information by providing notice to the other party.

- a. BANK  
**U.S. Bank National Association**  
Attention: Kimberly Gimenez, Senior Vice President  
**U.S. Bank Tower**  
621 Capitol Mall, Sacramento, CA 95814 | PD-CA-PL11 | [usbank.com](http://usbank.com)

With a copy to:

CCS Site Information  
ccsportland2@usbank.com

- |    |                        |                            |
|----|------------------------|----------------------------|
| b. | (Address of City)      | (with a copy to):          |
|    | City of Garden Grove   | Garden Grove City Attorney |
|    | 11222 Acacia Parkway   | 11222 Acacia Parkway       |
|    | Garden Grove, CA 92840 | Garden Grove, CA 92840     |

9. **BANK'S PROPOSAL.** This Agreement shall include BANK's proposal and Master Services Agreement (which CITY shall execute), which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal or Master Services Agreement and this Agreement, this Agreement shall govern.
10. **Familiarity with Work.** By executing this Agreement, BANK 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 BANK's risk, until written instructions are received from CITY.
11. **Time of Essence.** Time is of the essence in the performance of this Agreement.
12. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of BANK, its principals and employees were a substantial inducement for CITY to enter into this Agreement. BANK shall not contract with any other entity to perform the services required without written approval of the CITY. Except for assignments arising out of operation of law due to a merger or acquisition, this Agreement may not be assigned without the prior written approval of CITY. If BANK is permitted to subcontract any part of this Agreement, BANK shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of BANK. CITY will deal directly with and will make all payments to BANK.
13. **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.
14. **Indemnification.** BANK agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, to the extent arising out of, or in any way connected with breach of the Agreement by, or the negligent or malicious acts of, BANK, BANK's agents, officers, employees, subcontractors, or independent contractors hired by BANK.

This hold harmless agreement shall apply to all liability for services under this Agreement 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 BANK.

[SIGNATURE PAGE FOLLOWS]

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

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

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

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

**ATTESTED:**

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

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

**"BANK"**  
**U.S. Bank National Association,**  
**d.b.a. U.S. Bank**

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

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

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

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

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

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Date



# Master Services Agreement

Customer Tax Identification Number: 95-6005848

I, Lisa L. Kim, HEREBY CERTIFY that I am City Manager of City of Garden Grove ("Customer"),

an entity organized under the laws of the State of California

I further certify that I have full power and lawful authority to execute this Master Services Agreement ("MSA") on behalf of Customer. I further certify that Customer has taken all action required by its resolutions and other organizational documents, records or agreements to authorize the individuals listed below to act on behalf of Customer in all transactions contemplated under this MSA. Customer shall not be bound by the terms and conditions for those specific services described, to the extent Customer elects not to use such service(s). Customer hereby agrees as follows:

## **DEPOSIT ACCOUNTS:**

1. U.S. Bank National Association ("Bank") is hereby designated as Customer's banking depository. Customer has received a copy of the deposit account terms and conditions and agrees that such terms shall govern the deposit account services provided by Bank. All transactions between Customer and Bank involving any of Customer's accounts at Bank will be governed by the deposit account terms and conditions, this MSA and other disclosures provided to Customer. Customer agrees to provide Bank with a copy of documents requested by Bank.
2. Any one (1) of the persons whose names and signatures appear in Appendix A (individually, an "Account Signer") are hereby authorized to open, add, modify, or close accounts in the name of Customer or its subsidiaries or affiliates, or if applicable, as an agent for another entity, and to sign, on behalf of Customer, its subsidiaries or affiliates or as an agent for another entity, checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any indebtedness owing to the Bank from the person or persons who signed such checks, drafts or other withdrawal orders or otherwise authorized such withdrawals; and are also authorized to endorse for deposit, payment or collection any check, bill, draft or other instrument made, drawn or endorsed to the accounts governed by this MSA for deposit into these accounts. The authorization contained in the preceding sentence includes transfers of funds or other property of Customer to accounts outside of those accounts Customer maintains at Bank. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Account Signers.
3. Unless Customer otherwise advises Bank in writing and Bank has a reasonable opportunity to act on such writing, the Account Signers listed in Appendix A will be Account Signers on any future deposit accounts that Customer maintains with Bank.
4. Customer acknowledges and agrees that Bank is not required to obtain the consent of or otherwise contact an Account Signer for transactions other than those listed in paragraph 2 above, including, but not limited to, transfers between accounts Customer maintains at Bank, advances on loans Customer has with Bank and transfers to pay down loans Customer has with Bank.

## **TREASURY MANAGEMENT SERVICES:**

5. Bank's treasury management services ("Treasury Management Service(s)") are described in the U.S. Bank Services Terms and Conditions, any supplements thereto, any implementation documents, user manuals, operating guides and other related documentation and disclosures provided by Bank, and any addendum to any of the foregoing (collectively the "Services Agreement"). Customer has received and reviewed the Services Agreement and desires to use one or more of the Treasury Management Services.
6. Any one (1) of the persons whose names and signatures appear in Appendix B (individually, a "Treasury Management Signer") are empowered in the name of and on behalf of the Customer to enter into all Treasury Management Services transactions contemplated in the Services Agreement including, but not limited to, selecting Treasury Management Services, appointing agents to act on behalf of Customer in the delivery of Treasury Management Services, signing additional documentation necessary to implement the Treasury Management Services and giving Bank instructions with regard to any Treasury Management Service, including without limitation, wire transfers, ACH transfers, and any other electronic or paper transfers from or to any account Customer may maintain with Bank. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Treasury Management Services. In such cases, documentation necessary to implement or amend such Services shall be signed by a Treasury Management Signer. Customer further acknowledges and agrees that Bank may implement or amend Services based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that it believes in good faith to have been received from a Treasury Management Signer. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Treasury Management Signers.



# Master Services Agreement

## **MONEY CENTER AND SAFEKEEPING SERVICES:**

7. Any one (1) of the persons referenced in Appendix M (individually, a "Money Center Signer") are each authorized and empowered in the name of and on behalf of the Customer to transact any and all depository and investment business through the Bank's Money Center division (the "Money Center") and any securities custodial business through the Bank's Safekeeping Department (the "Safekeeping Department"), which such person may at any time deem to be advisable, including, without limiting the generality of the foregoing, selecting any services that may from time to time be offered by the Money Center or the Safekeeping Department (collectively referred to herein as "Money Center Services" and "Safekeeping Services", respectively), appointing additional Money Center Signers or agents to act on behalf of Customer with respect to Money Center Services and Safekeeping Services, signing additional documentation necessary to implement the Money Center Services and Safekeeping Services and giving Bank instructions with regard to any Money Center Service and Safekeeping Service. Customer has received and reviewed the Services Agreement and may use one or more of the Money Center Services or Safekeeping Services from time to time. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Money Center Services or Safekeeping Services. In those cases, the required documentation shall be signed by a Money Center Signer. Customer further acknowledges and agrees that Bank may take any action with respect to any Money Center Services or Safekeeping Services requested by a Money Center Signer based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that Bank believes in good faith to have been received from a Money Center Signer. Any one of the Money Center Signers is also authorized to execute any documentation that Bank may require to add or delete Money Center Signers.

## **FOREIGN EXCHANGE:**

8. Bank is authorized by Customer to enter into foreign exchange transactions. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the foreign exchange services provided by Bank. Customer agrees to provide Bank with a copy of documents requested by Bank.

## **FOREIGN CURRENCY ACCOUNTS:**

9. Bank is hereby designated as Customer's banking depository for one or more Foreign Currency Account(s) (the "Foreign Account(s)"). Any one (1) of the persons whose names and signatures appear in Appendix C (individually, a "Foreign Currency Account Signer") are hereby authorized to open, add, modify, or close any Foreign Account(s) in the name of Customer or its subsidiaries or affiliates and to make, on behalf of Customer, orders for payment or transfer of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same. Customer hereby expressly authorizes and directs Bank to accept written and oral instructions any payment orders, by telephone or otherwise, consistent with the Services Agreement. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the Foreign Accounts. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Foreign Currency Account Signers.

## **OTHER SERVICES:**

10. A Contract Signer is authorized and empowered on behalf of Customer to transact any and all other depository and investment business with and through Bank, and, in reference to any such business, to make any and all agreements and to execute and deliver to Bank any and all contracts and other writings which such person may deem to be necessary or desirable.

## **GENERAL:**

11. All Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers (whether designated in this MSA or in a prior document [for example, a Certificate of Authority or a Treasury Management Services Agreement] executed by Customer) will remain in place until Bank receives written notice of any change and has a reasonable time to act upon Customer's written notice.
12. Any and all transactions by or in behalf of Customer with the Bank prior to the adoption of this MSA (whether involving deposits, withdrawals, Treasury Management Services, or otherwise) are in all respects ratified, approved and confirmed.
13. Customer agrees to furnish Bank with the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the persons who presently are Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers. Bank shall be indemnified and saved harmless by Customer from any claims, demands, expenses, loss or damage resulting from or growing out of honoring or relying on the signature or other authority (whether or not properly used and, in the case of any facsimile signature, regardless of when or by whom or by what means such signature may have been made or affixed) of any officer or person whose name and signature was so certified, or refusing to honor any signature or authority not so certified.

Each of the undersigned (individually and collectively, the "Contract Signers") certifies that, based on his or her review of Customer's books and records, Customer has, and at the time of adoption of this MSA had, full power and lawful authority to adopt the MSA and to confer the powers herein granted to the persons named, and that such persons have full power and authority to exercise the same.

Each of the Contract Signers further certifies that he or she has the full power and lawful authority to execute this MSA on behalf of Customer, its subsidiaries and affiliates, or if applicable, as an agent for another entity who has entered into an agreement with Customer authorizing Customer to act on such entity's behalf.

# Master Services Agreement

Each of the Contract Signers further certifies that the Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers have been duly elected to and now hold the offices of Customer set opposite their respective names, and the signatures appearing opposite their names are the authentic, official signatures of the said signer.

Customer agrees that document electronic signatures or signatures that are transmitted by facsimile or other electronic means shall be binding as of the date signed and to the same extent as original signatures. The parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence for the purpose of state law, federal or state rules of evidence, and similar statutes and regulations

The MSA shall be effective as of the last date of the undersigned Contract Signers:

|                |       |                |       |
|----------------|-------|----------------|-------|
| Signature:     | _____ | Signature:     | _____ |
| Print name:    | _____ | Print name:    | _____ |
| Print title:   | _____ | Print title:   | _____ |
| Email address: | _____ | Email address: | _____ |
| Date:          | _____ | Date:          | _____ |
| Signature:     | _____ | Signature:     | _____ |
| Print name:    | _____ | Print name:    | _____ |
| Print title:   | _____ | Print title:   | _____ |
| Email address: | _____ | Email address: | _____ |
| Date:          | _____ | Date:          | _____ |
| Signature:     | _____ | Signature:     | _____ |
| Print name:    | _____ | Print name:    | _____ |
| Print title:   | _____ | Print title:   | _____ |
| Email address: | _____ | Email address: | _____ |
| Date:          | _____ | Date:          | _____ |
| Signature:     | _____ | Signature:     | _____ |
| Print name:    | _____ | Print name:    | _____ |
| Print title:   | _____ | Print title:   | _____ |
| Email address: | _____ | Email address: | _____ |
| Date:          | _____ | Date:          | _____ |

|                        |                         |                 |              |
|------------------------|-------------------------|-----------------|--------------|
| For Internal Use Only: |                         |                 |              |
| Review _____           | Validation Method _____ | TL Review _____ | Imaged _____ |



# U.S. Bank Banking Services

Rely on a specialized financial partner to  
help achieve your goals

Date: May 5<sup>th</sup>, 2023

**PRESENTED TO:**

City of Garden Grove  
Patricia Song  
Finance Director

**SUBMITTED BY:**

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Relationship Manager  
213-356-2097  
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## Exhibits

1. Pricing Proforma
2. Sweep Prospectus

### Disclaimers

*The information provided in this proposal is privileged and confidential and is only to be used by the Agency for the sole purpose of choosing a service provider. This information is the sole and absolute property of U.S. Bank and nothing is intended to, in any way, transfer ownership rights to the Agency. This information should not be shared outside of the Agency. U.S. Bank does not agree to contract terms as a part of this proposal.*

*Regulation W disclaimer: U.S. Bank N.A. is not responsible for the obligations of its affiliates.*

*If the Agency terminates Master Service Agreement for convenience before expiration of initial term, the Agency shall make U.S. Bank whole for any fees waived by U.S. Bank or other incentives provided by U.S. Bank. The Agency's make-whole obligation shall be prorated based on number of days remaining in initial term.*

*"World's Most Ethical Companies" and "Ethisphere" names and marks are registered trademarks of Ethisphere LLC*

Dear Patricia,

Keeping pace with a changing financial landscape is vital in today's economy. As The City of Garden Grove (The City) looks to improve your operations, you can rely on U.S. Bank for forward-looking, cost-conscious solutions. The City will encounter a superior relationship and service team, a compelling price structure, and a committed and innovative financial partnership with U.S. Bank.

### Advancing technology



The City will find our ability to innovate and adapt is central to our collective success as financial partners. Banking at U.S. Bank means you benefit from the full force of our continued investment in technology to help the City manage your cash more efficiently and give you the capability to integrate with your ERP. Ongoing expansion and the introduction of numerous electronic and technological enhancements help keep our products and services at the forefront of efficiency within the banking industry.

We have a dedicated product development staff researching industry changes, trends and developing new payment solutions to ensure we remain agile and provide the most current and effective solutions to meet our clients' treasury management requirements.

### A compelling offer

U.S. Bank is offering to minimize banking costs while achieving efficiencies. In addition to an aggressive fee schedule, we offer a number of compelling incentives.

- Premium earnings credit rate of 2.25%.
- Money Fund Automated Sweep account with 4% + rate, based on current market.
- Competitive P-card and virtual card rebate of 1.35% and a potential to earn an additional 0.45% with our early payment incentives.
- Based on services, balances and volumes presented, we anticipate that all fees will be offset by the ECR.
- We are offering this pricing for 5 years or through December 31, 2028.

### Meeting your goals

We continue to develop a wide range of products and integrated delivery systems as our clients accept, adopt, and anticipate emerging technologies. We embrace technology as part of our standard business practices, and we are ready to help you increase automation across your program. The City can expect ongoing collaboration to identify, design and implement the ideal suite of solutions. Our implementation process is the cornerstone of your treasury experience, and your U.S. Bank team approaches each step in your unique conversion with thoughtful deliberation. We customize processes and tailor our solutions to accommodate your priorities.

### Working Capital Engagement

Your U.S. Bank team stands ready to examine your operations to facilitate more automation of your daily processes. This collaborative approach includes attainable transition steps to acclimate The City's employees to new functions. In addition, we examine your current processes and identify operational changes to make the biggest efficiency gains.

### The right offer

With both a compelling solution and price, U.S. Bank can meet your solution needs. We are confident our expertise and services can streamline your operations and reduce expenses. We look forward to working further with you and your team.

Sincerely,

*Kimberly Gimenez*

Kimberly Gimenez  
Senior Vice President  
Government Banking Team Lead

*Malisa Day*

Malisa Day  
Director  
Relationship Manager

## 1. Strength and stability at U.S. Bank

U.S. Bancorp continues to deliver consistent, predictable, repeatable, industry-leading financial results. Our disciplined business operations at all levels give us confidence in the commitments and decisions we make, allowing us to do what's right for our shareholders, customers and communities. We have a proven track record of success, including debt ratings that are among the highest in the banking industry. We are focused on being the most trusted choice, creating



the future now, driving one U.S. Bancorp and striving for simplicity to honor our commitment to strengthen financial futures together.

| Credit ratings                 |         |          |        |              |
|--------------------------------|---------|----------|--------|--------------|
|                                | Moody's | S&P      | Fitch  | DBRS         |
| Ratings Outlook                | Stable  | Negative | Stable | Stable       |
| U.S. Bancorp                   |         |          |        |              |
| Long Term Issuer Rating        | A3      | A+       | AA-    | AA           |
| Short Term Issuer Rating       | N/A     | A-1      | F1+    | R-1 (middle) |
| Senior Unsecured Debt          | A3      | A+       | A+     | AA           |
| Subordinated Debt              | A3      | A        | A      | AA (low)     |
| Junior Subordinated Debt       | Baa1    | N/A      | N/A    | N/A          |
| Preferred Stock                | Baa2    | BBB+     | BBB+   | A            |
| Commercial Paper               | P-2     | N/A      | F1+    | N/A          |
| U.S. Bank National Association |         |          |        |              |
| Long Term Issuer Rating        | A2      | AA-      | AA-    | AA (high)    |
| Short Term Issuer Rating       | P-1     | A-1+     | F1+    | R-1 (high)   |
| Long Term Deposits             | Aa3     | N/A      | AA     | AA (high)    |
| Short Term Deposits            | P-1     | N/A      | F1+    | R-1 (high)   |
| Senior Unsecured Debt          | A2      | AA-      | AA-    | AA (high)    |
| Subordinated Debt              | A2      | A+       | N/A    | AA           |
| Commercial Paper               | P-1     | A-1+     | F1+    | N/A          |

Full ratings are available at <https://ir.usbank.com/static-files/bfb8355e-1e3d-44d1-9fe9-a5514109144c>

## Additional measures

The strength and stability of U.S. Bank is more fully showcased by our highly diverse mix of businesses, strong risk management capabilities, and “through-the-cycle” earnings power.

| Strong Capital Base   | Quality of Deposits  | Robust Liquidity Profile                             | Superior Credit Quality                                    |
|---|--|--|--|
|   |  |  |  |
| Well-capitalized post-Union Bank acquisition; Leading stress test results | Resilient deposit base with mix of consumer / commercial customers | Abundant cash levels and low-cost borrowing capacity | Disciplined, through-the-cycle underwriting standards      |
| CET1 Capital Ratio <sup>2</sup>   | Insured Deposits   | YE 2022 LCR  | Commercial Real Estate (CRE) to Total Loans                |
| <b>8.5%</b>   | <b>51%</b>   | <b>122%</b>  | <b>14%</b>   |
| Tangible Common Equity Accretion vs. 4Q22                                 | Operational Deposits as a % of Uninsured <sup>1</sup>              | Total Available Liquidity                            | CRE Office   |
| <b>+7.5%</b>  | <b>80%</b>   | <b>\$315 B</b>                                       | <b>2% of total loans</b><br><b>1% of total commitments</b> |

\*Data as of 3/31/23 unless noted otherwise.

<sup>1</sup>Operational deposits reflect wholesale, trust, term > 30 days and retail.

<sup>2</sup> Common equity tier 1 capital to risk-weighted assets, reflecting Basel III standardized with 5 year CECL transition.



## 2.Scope of Services

### SinglePoint

SinglePoint enables the City to achieve new levels of efficiency by bringing our powerful banking services together into one easy-to-use website with a single point of access for all your global treasury management service needs. A fully integrated, wholly owned online suite of treasury management services, SinglePoint does not require dedicated PCs or software installation.

| All the tools you need to manage your program in one place |  |
|--|--|
| Mobile SinglePoint   | <p>Designed specifically for users who need access to cash management tools when they're away from a computer. View:</p> <ul style="list-style-type: none"><li>• Key balance information on domestic and international accounts</li><li>• Current day reports (e.g., ACH Summary and Detail, Wire Detail and Lockbox Summary)</li></ul>  |
| SinglePoint External Messaging                             | <p>Enhance process efficiencies by utilizing over 200 unique messages, configured and routed to various destinations, including email addresses and SMS messages to mobile devices, ensuring key items receive attention.</p>  |
| SinglePoint Information Reporting                          | <p>Manage your financial position with superior reporting tools. SinglePoint provides account summary, detail and transaction information. The City will benefit from:</p> <ul style="list-style-type: none"><li>• <b>Simplified daily account reconciliation</b></li><li>• <b>Easy funds transfers</b></li><li>• <b>Customizable searching</b></li><li>• <b>Flexible standard and special reporting</b></li><li>• <b>Customize reports with robust filtering</b></li><li>• <b>Manage delivery of reports via email or transmission</b></li><li>• <b>Current-day returned item decisioning</b></li></ul> |
| Data retention   | <ul style="list-style-type: none"><li>• Previous day data—Four months</li><li>• Current day data—10 calendar days</li><li>• Additional retention periods available</li></ul>   |
| System administration                                      | <p>Administrators can add, copy and reuse user profiles to set up new users. They can also modify user entitlements, account access and transaction limits at any time with immediate updates. Dual system administration offers added control – all changes to user access or limits require a second system administrator approval to process.</p>   |
| Security   | <p>SinglePoint protects account information with the most current and proven technology available, including:</p> <ul style="list-style-type: none"><li>• 256-bit AES encryption</li><li>• TLS 1.2</li><li>• Individual client IDs, passwords and digital signatures</li><li>• Time-based tokens required to access payment services (ACH and wire transfer)</li></ul>   |

Access all your treasury needs with one user ID and password

Monitor account activity



|   |  |   |
|---|--|---|
| <ul style="list-style-type: none"> <li>Account reconciliation</li> <li>Adjustments</li> <li>Image Access</li> <li>Image File Delivery</li> <li>Information reporting</li> </ul> | <ul style="list-style-type: none"> <li>Lockbox wholesale</li> <li>Lockbox Image Look</li> <li>VantagePoint®</li> <li>Account services</li> <li>Asset-based loan information</li> </ul> | <ul style="list-style-type: none"> <li>Returned item decisioning</li> <li>General ledger reconciliation</li> <li>Cash forecasting</li> <li>Mobile SinglePoint</li> <li>Reports file delivery</li> </ul> |
| Transfer and manage money   |  |   |
| <ul style="list-style-type: none"> <li>ACH services</li> <li>Cash vault</li> <li>Electronic cash letter deposit</li> </ul>  | <ul style="list-style-type: none"> <li>On-Site Electronic Deposit</li> <li>Wire and book transfers</li> <li>Real-time payments</li> </ul>  | <ul style="list-style-type: none"> <li>Check payables</li> <li>Investments and trusts</li> <li>Disbursements via Zelle®</li> </ul>  |
| Act globally  |  |   |
| <ul style="list-style-type: none"> <li>International ACH and wire transfer</li> </ul>   | <ul style="list-style-type: none"> <li>Foreign Exchange Web (FX Web)</li> <li>Global trade</li> </ul>  | <ul style="list-style-type: none"> <li>International information reporting</li> <li>International remittance calculator</li> </ul>  |
| Prevent fraud   |  |   |
| <ul style="list-style-type: none"> <li>Positive pay services</li> <li>Issue Maintenance</li> </ul>  | <ul style="list-style-type: none"> <li>Stop payments</li> <li>IP whitelist service</li> </ul>  | <ul style="list-style-type: none"> <li>IBM® Security Trusteer Rapport™</li> </ul>   |
| Control access and stay informed  |  |   |
| <ul style="list-style-type: none"> <li>Customer service</li> <li>External messaging</li> </ul>  | <ul style="list-style-type: none"> <li>System administration</li> <li>Dashboard and personal settings</li> </ul>   | <ul style="list-style-type: none"> <li>LaunchPoint</li> <li>Service guide</li> </ul>  |

### Account Reconciliation with Positive Pay

We provide positive pay services on full account reconciliation program (ARP) and partial ARP accounts, as well as accounts not set up for reconciliation services.

We also offer account reconciliation reporting via SinglePoint, including:

- Reconciliation summary reports
- Reconciliation data files (with detailed disbursement transactions)
- Daily checks paid
- Outstanding check files

You can closely monitor your issue files and quickly correct rejected items on a daily basis with SinglePoint ARP Rejected Items. The report include issues, cancels and stop payments that reject off the ARP system. Examples include duplicate items or items with a dollar amount mismatch.





### SinglePoint® Image Access

The City can retrieve and review sharp, detailed images of all paid checks, deposit tickets, deposited checks, paper debit and credit memos online. Images of returned deposited items, advices, image cash letter (ICL) deposited items and ICL administrative returns are also available. Ease of use is built into each component.

The flexible search tool lets you search by transaction type, account number (or all accounts), check number, amount or date. Prefilled dropdown selections make criteria selection fast. Sort search results by any column with one click. Search results can also be downloaded for further research.

The image viewer offers front and back, zoomed in and out, rotated and inverted views. You can zoom directly to the endorsement, signature line, routing number or bank-of-first-deposit. You can save images for historical reference and paid check confirmation. Front and back images can be saved as standard PNG or ZIP files. You can print multiple images at a time

### SinglePoint® ACH

Originate ACH transactions online via SinglePoint, our full-service, browser-based system that creates, stores and originates ACH transactions from any location, at any time. Unique features include:

- Multiple import options, supporting Nacha, comma-separated value (CSV) and fixed field file formats
- Ability to export ACH data from SinglePoint to other accounting applications
- A function that automatically updates transactions with detail provided in notifications of change (NOCs)

### SinglePoint Wires

Wires may be initiated online using SinglePoint Wire Transfer. Required user ID and password security is augmented through token-generated password entry and required PIN for each wire transfer. User transaction and daily cumulative limits for initiation and approval are available. User access can be granted by wire type, account and function. Audit reports track activity by wire transfer and by user. Our sophisticated encryption system secures data during transmission.

You can view incoming and outgoing wire transfers in real time via SinglePoint. All details related to the transaction are available to view, print or export. We will credit your account for all incoming wires received before 3 p.m. PST each business day. Our wire transfer department will stay open to receive and process incoming wire transfers in the event the Federal Reserve wire hours are extended.

### Cash Vault

We continue to invest in industry-leading cash vault services to help The City make the most of your capital with secure, efficient, cost-saving solutions.

Our diverse client base demands flexible deposit options. We work with your choice of armored courier to deliver cash to our vaults, whether you choose traditional drop safes or remote cash deposit. The contract will be established and managed with the City and the armored courier you utilize. All pricing for the courier fees will be directly handled by them.

The City can place change orders via the Comp-U-Order phone ordering system and SinglePoint® Cash Vault to order cash on your schedule, 24/7. DTS Connex gives you completely visibility of cash management across your organization, from creating orders to deposit tracking – from pick up to funds availability.

Our fully automated cash vault network uses sophisticated vault technology and currency counting equipment with counterfeit detection to securely streamline deposit processing. With all aspects of cash handling working together, the City will see improved productivity, enhanced customer service and more comprehensive information reporting.



## Branch and Cash Vault Supplies:

### Traditional Branch Cash Services

We recommend The City order deposit ticket supplies directly through our Commercial Customer Service. We work directly with a preferred vendor to ensure quality and proper specifications are met. You may also order from your preferred vendor and our team can provide you with the appropriate check and deposit specifications

### Cash Vault Services

We accept deposit tickets and check stock from third-party printers, provided test samples are approved by the MICR and Image Quality Assurance group to ensure MICR quality. Please request specifications for deposit ticket content and format from Commercial Customer Service.

- Purchase bags, and other additional cash vault supplies through our preferred procurement partner, Guy Brown.
- Purchase bags through vendor of your choice.

## 3. Commercial Cards and Virtual Pay

U.S. Bank has partnered with State of California to offer unique solutions to meet the payment needs of state and local agencies. Through the CAL-Card Program, we provide the most comprehensive payment solutions, including: Purchasing Card, Managed Spend Card, Emergency Card, Ghost Cards, and Virtual Pay.

U.S. Bank's NASPO ValuePoint Commercial Card Program, in existence since 2002, is a publicly bid and awarded contract for payment card services. This Visa® branded program is open to state agencies, political subdivisions, and higher education institutions.



The NASPO Program provides a standard contract to secure world-class Commercial card services and competitive rebates without conducting a costly and time-consuming RFP and review process. The program offers a convenient way to obtain the services of a trusted card issuer with the commitment to service and experience your program deserves.

U.S. Bank was the first bank-issuer of commercial card programs in 1989 and has led the way in developing commercial card best practices that today are standard throughout the public sector. U.S. Bank offers commercial card and payment processor services to 21 state commercial card programs and more than 60% of the Federal Government. With more than 3,300 public sector clients, this is the market that drives our commercial card products, technology, and service enhancements. Our client base within the public sector includes numerous Federal Government agencies, state government agencies, county and city governments and local municipalities.

### Features

### Benefits



#### U.S. Bank Access® Online

Use the Access Online system in real time to:

- Monitor cardholder transactions
- Review declined and disputed transactions
- Manage card limits and MCCs
- View electronic statements
- Access up to six years of reporting
- Attach electronic receipts
- Set effective dating for account maintenance and limit adjustments

#### Worldwide card acceptance

Visa® branded card allows for unparalleled purchasing access

#### Mobile application

Gives you anytime access to your account, so you can quickly manage and stay on top of your business expenses.

#### Visa® Liability Waiver Program

Protects against eligible losses incurred should a terminated employee misuse the card

#### Experienced U.S. Bank Resources

Implementation Manager, Relationship Managers, and Account Coordinators provide consultation and issue resolution, allowing for full program optimization

#### 24-hour customer service

Offers unparalleled 24/7 cardholder assistance and fraud support

#### Zero cost program

No annual fee or interest charges

#### Favorable payment terms

NASPO program allows for 45 days to pay, late payment penalties are 1% for each past due cycle or in accordance with the State Prompt Payment Act.

#### Reduced paperwork

Increases efficiencies in the procurement process by reducing paper-based transactions for micro-purchases

### U.S. Bank Purchasing Card

Our purchasing card provides a cost-effective, time-saving payment option for your business-to-business procurement needs, while streamlining the purchasing process and supporting your supply chain management strategies. By using purchasing cards to place orders, the costs associated with processing requisitions, purchase orders and check requests are dramatically reduced. Simplification of the purchasing process includes policy compliance, supplier negotiations, transaction monitoring, security, reporting and payment.

### Competitive rebates

The NASPO Program includes generous revenue sharing opportunities, which provide rebates to qualifying participants. The rebate structure also provides for rewards to each participant based on its individual spending and payment performance. Below are the rebates available to NASPO participants.

- Standard and Non-Standard Volume Incentive is 135 bps
- Prompt Payment Incentive is up to 45 bps depending on speed of reimbursement to the bank
- Payments are issued to participants on a quarterly basis, and payable to the agency.

| Rebate Estimate - Scenario 1                             | Volume    | Rate   | Rebate Earnings   |
|--|-----------|--------|-------------------|
| Client Held Days - pay within 1 day of cycle close       | \$575,000 | 0.440% | \$2,530.00        |
| Net Standard Charge Volume (Assumed 60% of total volume) | \$345,000 | 1.350% | \$4,657.50        |
| Net Discounted Volume (Assumed 40% of total volume)      | \$230,000 | 1.350% | <u>\$3,105.00</u> |
| <b>Quarterly Payment Estimate</b>                        |           |        | <b>\$10,293</b>   |
| <b>Estimated Annual Earnings</b>                         |           |        | <b>\$41,170</b>   |



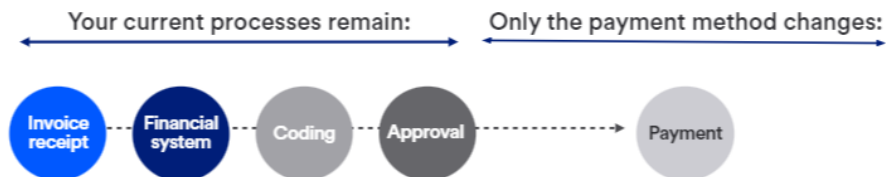
| Rebate Estimate - Scenario 2                             | Volume    | Rate   | Rebate Earnings   |
|--|-----------|--------|-------------------|
| Client Held Days - pay within 15 days of cycle close     | \$575,000 | 0.300% | \$1,725.00        |
| Net Standard Charge Volume (Assumed 60% of total volume) | \$345,000 | 1.350% | \$4,657.50        |
| Net Discounted Volume (Assumed 40% of total volume)      | \$230,000 | 1.350% | <u>\$3,105.00</u> |
| <b>Quarterly Payment Estimate</b>                        |           |        | <b>\$9,488</b>    |
| <b>Estimated Annual Earnings</b>                         |           |        | <b>\$37,950</b>   |

| Rebate Estimate - Scenario 3                             | Volume    | Rate   | Rebate Earnings   |
|--|-----------|--------|-------------------|
| Client Held Days - pay within 30 days of cycle close     | \$575,000 | 0.150% | \$862.50          |
| Net Standard Charge Volume (Assumed 60% of total volume) | \$345,000 | 1.350% | \$4,657.50        |
| Net Discounted Volume (Assumed 40% of total volume)      | \$230,000 | 1.350% | <u>\$3,105.00</u> |
| <b>Quarterly Payment Estimate</b>                        |           |        | <b>\$8,625</b>    |
| <b>Estimated Annual Earnings</b>                         |           |        | <b>\$34,500</b>   |

\*\*Rebate estimates based on conservative virtual and carded payment volumes provided in Accounts Payable analysis file provided by City of Garden Grove.

### Virtual Payments and Program Optimization Services

Replace checks and paper-based processes with virtual payments from U.S. Bank. This real-time, 24/7 solution allows your organization to pay suppliers electronically via single-use accounts. Highly-secure and widely accepted, this payment method gives you complete control over amounts and timing while vastly simplifying the reconciliation process and creating new revenue opportunity.



### U.S. Bank Virtual Pay Key Differentiators

#### Dedicated Supplier Enablement Manager

- Assigned to City of Garden Grove for life of program
- Ongoing reviews, analysis, campaigns to maximize program
- Supplier enablement resources

#### Elavon Merchant Resources

- Enable suppliers for card acceptance
- Straight-Through-Processing
- Preferred Supplier Pricing for large strategic suppliers

#### Program Optimization

- Consulting to optimize program and working capital
- Payment slippage analysis
- Best practices, new solutions, industry trends



## Program Optimization

To support our commitment to your success and to maximize the benefits of your commercial card program, we provide a unique consultative Program Optimization Service. Industry experts regularly describe our Optimization Service strategy and execution as one of the best in the industry. U.S. Bank employs a team of Enablement Consultants dedicated to assist our Relationship Managers with the benchmarking and best practice analysis of their clients' programs.

Our Optimization Service has been a key part of our client engagement strategy for more than 10 years and drives significant opportunities for our clients. There is no fee for the program and development of best practice recommendations, targeted opportunities, business cases and action plans require minimal commitment of your time or resources. We focus on 5 ways to simplify Supplier Enablement:

| Dedicated resources and personal support   | 1 | Solutions tailored for your supplier network  | 2 | Customer and supplier communications   | 3 | Strategies and tactics for increasing enrollment  | 4 | Ongoing program optimization  | 5 |
|--|---|---|---|--|---|---|---|---|---|
| <p>The U.S. Bank Supplier Enablement program provides you with a dedicated team of professionals and all of the resources needed to make your payments program a success.</p> <p><b>Supplier Enablement team</b></p> <ul style="list-style-type: none"> <li>Educates and enrolls suppliers on your behalf</li> <li>Delivers continuous support and optimization to help you meet your business goals</li> </ul> <p><b>Supplier Support team</b></p> <ul style="list-style-type: none"> <li>Answers supplier questions</li> <li>Provides ongoing support</li> </ul> <p><b>Strategic partners</b></p> <ul style="list-style-type: none"> <li>Provide expertise and added support</li> <li>Include Visa®, MasterCard®, Elavon and third-party enrollment experts</li> </ul> |   | <p>We work with you to design a program and strategies that are customized to the requirements of your organization and supplier network.</p> <ul style="list-style-type: none"> <li><b>Targeted enrollment campaigns</b><br/>From email and letters to calling campaigns, we use a multi-channel approach to engage your suppliers</li> <li><b>Multiple virtual payment methods</b><br/>Pay your suppliers electronically via card on file and single-use accounts</li> <li><b>Straight-through processing</b><br/>Payments can be deposited directly into supplier merchant accounts</li> <li><b>Proxy Pay</b><br/>Your team or U.S. Bank can serve as a supplier's "proxy" to process payments for them</li> </ul> |   | <p>Our Supplier Enablement team maintains the highest level of communication with your organization and your suppliers.</p> <ul style="list-style-type: none"> <li><b>Campaign tool kit and communications templates</b><br/>Make it easier to reach out to any suppliers you prefer to contact on your own</li> <li><b>Online supplier enrollment portal</b><br/>Lets you allow selected suppliers to self enroll</li> <li><b>Web-based tools</b><br/>Simplify program management and reporting</li> <li><b>Internal communications kit and training tools</b><br/>Help you share information with your staff and organizational stakeholders so they understand the value of virtual payments and their role in the program</li> </ul> |   | <p>Many suppliers have the same concerns about transitioning to virtual payments or don't currently accept card payments, and the Supplier Enablement team is trained to address these concerns and communicate the advantages of the program.</p> <p>U.S. Bank has a team of over 100 payment solution consultants targeting suppliers who traditionally don't accept card payments.</p> <p>Our team works with you to develop and propose advanced strategies, such as:</p> <ul style="list-style-type: none"> <li><b>Best Practices</b><br/>Proven methods for supplier enrollment and retention</li> <li><b>Preferred Supplier Program</b><br/>Allows us to offer unique pricing programs for all types of suppliers</li> </ul> |   | <p>Supplier relationships change over time, and as your supplier list changes, our Supplier Enablement team continues to help you enroll new suppliers.</p> <p>We also meet with you on a regular basis to:</p> <ul style="list-style-type: none"> <li>Review program performance</li> <li>Prioritize suppliers for activation campaigns</li> <li>Explore advanced strategies to capture more spend and increase revenue-share opportunity</li> </ul> <p>We adjust strategies as needed depending on your business goals and what's happening in your supplier network.</p> |   |

## 4.New Services from U.S. Bank

### Sweeps

Our sweeps are automated liquidity solutions, designed to help you reduce manual intervention. You can choose from a variety of investment options to transfer between deposit account and investment. Sweeps can help you:

- **Streamline operations**—Automatic transfers and consolidated balance reporting save time and resources
- **Maintain target balances**—Sufficient levels offset fees and minimize deposit coverage fees, allowing you to invest the rest
- **Monitor results**—SinglePoint previous day reporting offers visibility of your cash position and provides easy tracking and reconciliation
- **Optimize working capital**—Maximize the use of cash while maintaining full liquidity from checking, and earn competitive interest rate on excess funds and ensure operations are appropriately funded



## Money Fund

Automatically move excess balances between a U.S. Bank checking account and a sweep account that invests in a First American Funds money market mutual fund. At the end of each business day, after all transactions have posted to the checking account, excess funds are transferred automatically from your U.S. Bank checking account and invested the next business day. Checking accounts are funded to cover deficit balances on a same-day basis up to the amount of available money fund shares.

- **Establish your target balance**—You choose the balance to maintain in your checking account, and we invest excess balances
- **Invest in professionally managed mutual funds**—Money mutual funds from First American Funds are highly rated and offer a relatively conservative and stable way to diversify excess cash.
- **Current day cash position reporting**—Monitor your sweep balance and sweep transfers via SinglePoint in real-time

Please see exhibit 2 Prospectus:

- First American Funds Government Obligation Y Fund - FGVXX at 4.41%
- First American Funds Treasury Obligation Y Fund - FOCXX at 4.44%
- First American Funds U.S. Treasury Money Market Y Fund - FOYXX at 4.23%

**Please Note:** Rates are subject to change due to market conditions.

## Faster payments

We are a leader in faster payments space. The Federal Reserve hosts a collaborative industry dialog to increase the velocity and efficiency of the U.S. payment system that will impact payables and receivables processing. Since 2014, the Fed has tried to effect change through a collaborative approach, establishing Faster Payments and Payments Security task forces to promote industry evolution. The Fed task forces, with more than 500 members, including U.S. Bank, developed a comprehensive set of effectiveness and strategies. We were one of the first banks to pilot real-time payments and we continue to pave the way to a more interconnected payment experience for businesses and consumers.

## Real-time payments

We participated in the first transaction to successfully complete a real-time payment through The Clearing House – a payment rail with immediate settlement. The City can transfer funds directly between financial institutions to your trading partners. Unlike wire transfers and ACH payments, funds can move at any time and settle instantly. This can provide significant value for organizations that can benefit from 24/7 payment processing. You can use it to exchange messages, such as requests for payment or payment receipts, as well as exchange remittance information like invoice and account numbers.

## AP Optimizer

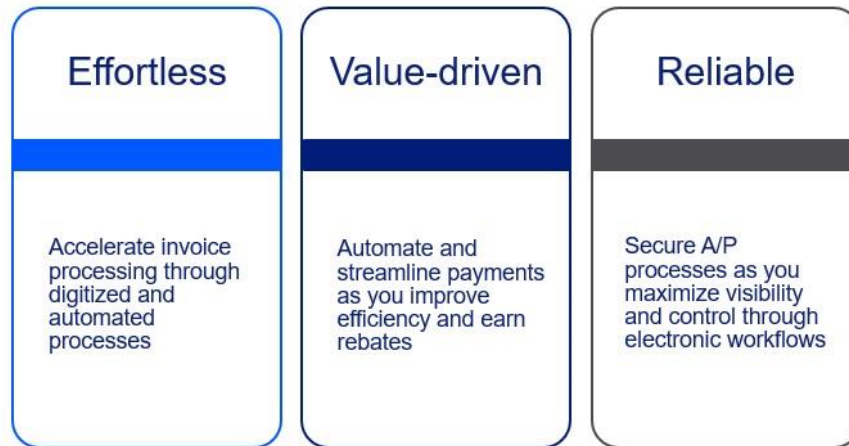
The City can completely automate your accounts payable (A/P) process, from invoice intake through approval, to payment and reconciliation. AP Optimizer is ERP agnostic and can integrate via multiple various protocols with minimal IT support, and it comes with a network of 500,000+ suppliers already accepting payment. Reconciliation is easy because all payments are disbursed through a single platform.

Visit Financial IQ to learn more about [AP Optimizer](#) and A/P automation

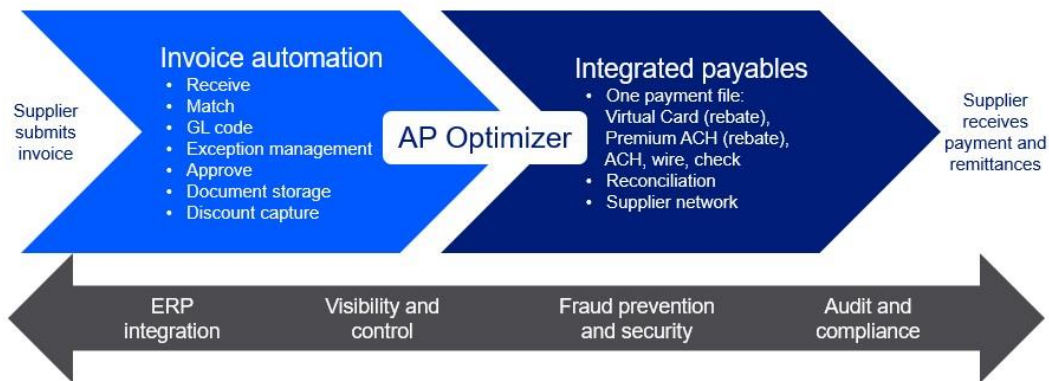
## A single platform to simplify A/P

You'll reduce fraud and see day-one improvements in process efficiencies, cost savings, higher rebates, and complete payment control.





### A streamlined process flow removes pain points



The City will benefit from additional security, process control, digitization and cost savings – as you earn rebate on virtual card and Premium ACH. AP Optimizer offers:

- Automation of invoices and payments while facilitating disbursement and reconciliation of all electronic payment types
- Integration via multiple various protocols with minimal IT support
- Significant mitigation of internal and external fraud while eliminating supplier account data storage risks
- Expedited ROI through a simple, fast implementation process – backed by the strength and stability of U.S. Bank

### End-to-end fraud mitigation for you and your suppliers





## Payee Choice

U.S. Bank Payee Choice allows the City to seamlessly offer payment choices to payees while requiring minimal IT resources to implement. Payment choices range from fast electronic payments like Zelle®, to traditional payment types like check. The City can:

- Customize a payee enrollment website with your brand and payment options
- Initiate payment notice and communications to your customers
- Manage your internal users
- Track payment status, search payment history and export reports

Payee Choice allows payees control the way they receive their payment, without the City needing to obtain and store sensitive payment data and create separate payment files based on payment type.

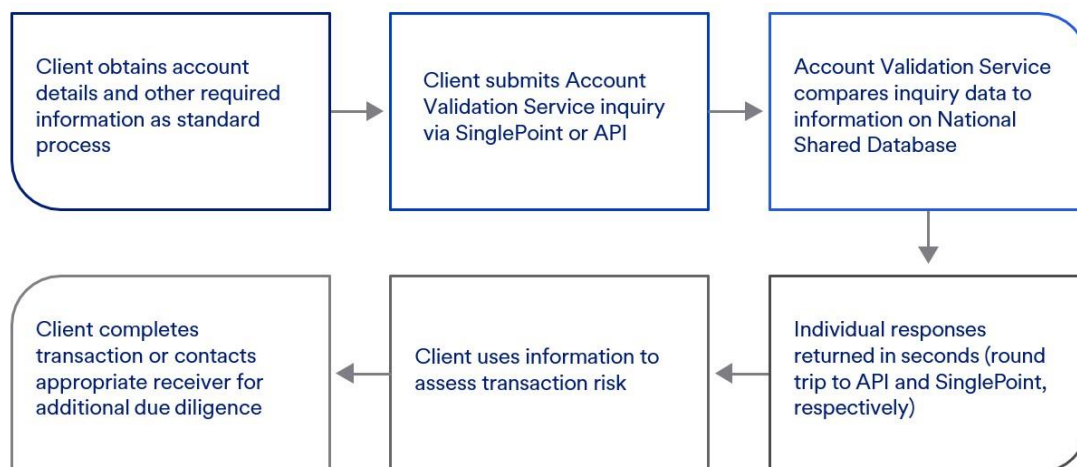
**A simplified  
process improves  
your consumers'  
experience**

- 1** To send payments, you upload basic payment information (name, email, dollar amount)
- 2** Customized emails (or text messages) let payees know a payment is pending
- 3** Payees access the Payee Choice website and provide any additional details
- 4** Payee provides their payment choice and we initiate payments

## Emerging fraud tools- Account Validation

U.S. Bank Account Validation offers the City one of the most powerful tools in mitigating fraud losses and transaction exceptions (e.g., rejects, administrative ACH returns). It serves as a last line of defense against fraud like Business Email Compromise (BEC) and payroll diversion. Account Validation ensures the City is compliant with the Nacha rule that requires validation for the first time use of account information prior to initiating WEB debit transactions.

### Account Validation Service process flow







## Evolving solutions to outpace fraud

COVID-related fraud schemes are reported to have resulted in losses. Account Validation helps you reduce fraud and payment exceptions by inquiring on account status or account ownership with status information contributed by thousands of banks. the City can view:

- Status information for up to 85% of domestic bank accounts via the Early Warning National Shared Database
- Ownership information for 60-65% of domestic bank accounts

Account Validation is offered in collaboration with Early Warning, the owner of the powerful National Shared Database of account information.

\*2022 AFP Fraud Survey

## Automated Escheatment Service

U.S. Bank Automated Escheatment Service simplifies your entire unclaimed property and escheatment process for checks by:

- Helping prevent the likelihood of unclaimed property at the outset through:
  - Improved oversight of your program
  - Automatic updates from ARP and SinglePoint Information Reporting
- Resolving unclaimed property once it needs to be escheated
- Ensuring compliance with 55 unique jurisdictions
- Automating time-consuming tasks, such as:
  - Liability analysis
  - Due diligence mailings
  - State filings
- Providing a streamlined process for your payees to digitally claim their property – improving escheatment resolution rates
- Offering the enhancement of Payee Choice – allowing your payees to choose a more convenient payment method as part of your client outreach

An estimated **15-20%** of one-time refund/reimbursement checks are

We designed Automated Escheatment Service with a unified workflow to walk the user through the entire process – enabling the City to prevent and resolve your unclaimed property issues.

As an end-to-end solution for unclaimed property and escheatment, Automated Escheatment Service offers visibility and reporting of aging property to help prevent it from becoming unclaimed.

- Integrated with our check disbursement solutions
- Automated workflow covers all aspects of the escheatment process – from liability analysis to due diligence mailings to state filings and remittance
- Exceptions-based design requires minimal client interaction

Our streamlined process allows payees to digitally claim their property, increasing the probability of successful claims.



## E-Bill

U.S. Bank eBill Service gives the City a flexible electronic bill presentment and payment solution. Streamline your operations, reduce costs, increase payment rates, and meet your customers' changing demands by providing a secure, simple and fast way to make payments – how, when and where they want.

### Multiple payment channel options

- Online
- Mobile
- Pay-by-text
- Facebook Messenger
- Artificial intelligence enhanced virtual assistants (Amazon Alexa, Google Assistant)
- Biller customer service
- Interactive voice response (IVR)

### Multiple payment methods

- ACH
- Credit, debit and gift cards
- Apple Pay® and Google PayTM coming soon

### Configurability options

- URL redirect
- Single sign-on
- Hosted payment form (I frame) and API payment gateway connectivity

### A mobile-optimized responsive portal with self-servicing capabilities

- **Text alerts and email notifications**—Enroll in timely billing/payment alerts or notifications
- **Online bill presentment**—Enroll in paperless billing, view historical bills
- **Payment frequency options**—Recurring (payer defined payment date/amount), AutoPay (biller defined payment date/amount), one-time pay and payment plan
- **Administrative website**—Support staff can:
  - Access customer profiles
  - Schedule/manage payments on for customers
  - View payment history
  - Run/download comprehensive billing and payment reporting

## Elavon - Merchant Processing

Elavon, Inc. (Elavon) is a payment processor headquartered in Atlanta, Georgia. Our processing, acquiring and gateway services support payment acceptance for customers across North America and Europe. We leverage our position as an industry leader to deliver a cost-efficient processing infrastructure and secure, scalable payment solutions.







As a wholly owned subsidiary of U.S. Bank National Association (a subsidiary of U.S. Bancorp), Elavon is included within the Payment Services line of business. We are backed by the strength and stability of U.S. Bank, the fifth-largest commercial bank in the U.S. that has been awarded as one of the world's most ethical companies. A "One U.S. Bank" philosophy drives our delivery of services, allowing us to serve as a single source for banking and payment services. We leverage our



experience and the resources of the whole bank when developing new solutions, enhancing the services we provide and supporting our customers' success.

## Pre-Paid Cards

Streamlining and reducing the cost of routine disbursements for the City can be aided by the use of prepaid cards. U.S. Bank offers a range of prepaid card solutions designed to help you automate a variety of one-time and recurring payments, such as payroll disbursements, rewards and incentives, per diem payments, 1099 individuals, travel, customer refunds, etc. We provide cost-efficient payment solutions that spans the full range of uses as shown in the chart below.

|                        |  |   |
|------------------------|--|---|
| Focus Card             | Primary use: payroll and termination pay<br>Additional uses: commissions, bonuses                            |    |
| Focus Non-payroll Card | Primary use: 1099 contractors, non-employee incentives<br>Additional uses: employee awards, consumer refunds |    |
| Expense Card           | Primary use: per diem and travel reimbursement<br>Additional uses: occasional business expenses              |    |
| Rewards Card           | Primary use: awards, incentives, rebates<br>Additional uses: one-time payments                               |    |
| U.S. Bank Options Card | Primary use: awards with cash access, incentives<br>Additional uses: rebates                                 |    |
| ReliaCard              | Primary use: government benefit payments<br>Additional uses: Pension/retirement plans                        |  |

Controlling payments using prepaid cards allows you to efficiently manage your budgets, reduce check usage and save on administrative costs. The entire program is easily implemented and is controlled by your appointed administrator, allowing the City to have full control over the amount and timing of all disbursements.

It also provides recipients with a payment method they know and, being issued by U.S. Bank, it comes from a name they can trust. For the recipient, a prepaid card carries the Visa or Mastercard brand, making it flexible and easy-to-use (accepted almost everywhere). Recipients do not have to undergo a credit check or have a bank account to get or use a prepaid card, making it available to everyone.

\*\*Pricing for these new services are to be negotiated upon if the City decides to move forward with any of the new solutions.

## 5.Client Team Support

Malisa Day is your relationship manager and single point of contact for the City's relationship with U.S. Bank. Malisa is responsible for your overall banking relationship and dedicates their time to evaluating the marketplace, matching new and emerging technologies and solutions to your changing needs. They also lead your team of product and service specialists to deliver the right balance of functionality, capability and efficiency in an ever-changing financial landscape.



Dedicated to your ongoing needs, Malisa will meet with the City at least annually to conduct a high-level evaluation with relevant U.S. Bank product partners. A quarterly business review may also be in order as part of a defined ongoing relationship management plan. Malisa will work to understand the appropriate frequency of formal meetings and as business circumstances and needs dictate.

### Customer service

Our highly skilled and extensively trained service staff responds to the City's routine and complex inquiries. Requests are tracked in a call-tracking database. Your relationship manager and other service bankers can access your request – saving you time and allowing us to identify service and quality trends and opportunities for improvement.

Your assigned CCS team has a unique phone number, fax and shared email box. Every call is answered promptly by a live service banker – the phones are not fronted by an interactive voice response (IVR) menu.

CCS personnel take ownership of your inquiry, with final resolution often occurring during the initial call. More complex issues are personally managed and tracked until resolution. Our servicing guidelines ensure you receive a call with a complete response or a call with an estimate of additional time required to resolve a complex issue.

While your relationship manager is always your first point of contact for program issues, some services have dedicated operations groups providing additional assistance.

#### Commercial Customer Service – Portland

555 SW Oak Street  
Portland, Oregon 97201

The Portland site has 16 service bankers

#### CCS services

##### Answer inquiries and provide support

##### Depository servicing

- Answer inquiries about statement or bank procedures
- Assist with fraud issues
- Open and close accounts
- Correct deposit errors and provide correction documentation
- Issue stop payments
- Transfer funds
- Perform routine maintenance, such as address changes, special handling requests, returned items
- Provide copies of specific transactions at your request
- Research errors, missing deposits, etc.
- Reorder depository supplies

#### Treasury management services

##### Answer inquiries, research specific transactions and perform simple maintenance

##### Account reconciliation

- Deposit recap
- Full/partial reconciliation and positive pay
- Deposit reconciliation



|                                      |   |   |
|--------------------------------------|---|---|
| Collection and concentration         | <ul style="list-style-type: none"> <li>▪ Cash vault</li> <li>▪ E-payments</li> <li>▪ Focal Point Plus</li> <li>▪ National processing</li> </ul>   | <ul style="list-style-type: none"> <li>▪ Lockbox</li> <li>▪ On-Site Electronic Deposit</li> <li>▪ Returned check management</li> </ul>  |
| Disbursement                         | <ul style="list-style-type: none"> <li>▪ ACH</li> <li>▪ Bill consolidator payments</li> <li>▪ Controlled Disbursement</li> </ul>  | <ul style="list-style-type: none"> <li>▪ Electronic data interchange</li> <li>▪ Wires</li> <li>▪ Zero balance accounts</li> </ul>   |
| Information reporting                | SinglePoint   |   |
| Image                                | <ul style="list-style-type: none"> <li>▪ Paid check images</li> <li>▪ Deposit ticket images</li> <li>▪ Deposited item images</li> </ul>   | <ul style="list-style-type: none"> <li>▪ Adjustment images</li> <li>▪ Miscellaneous debits and credits</li> </ul>   |
| Loan services                        |   |   |
| Answer inquiries and provide support |   |   |
| Loan Servicing                       | <ul style="list-style-type: none"> <li>▪ Perform loan payments and advances</li> <li>▪ Confirm availability of funds</li> <li>▪ Provide transaction history</li> <li>▪ Research errors, missing transactions, etc.</li> </ul> | <ul style="list-style-type: none"> <li>▪ Answer invoice questions</li> <li>▪ Retrieve specific invoices at your request</li> <li>▪ Perform routine maintenance such as address changes</li> </ul> |

## 6. Why choose U.S. Bank?

### One bank for your financial journey

U.S. Bancorp is a diversified financial service holding company and the parent company of U.S. Bank National Association. Headquartered in Minneapolis, we serve 18.8 million consumer, business and institutional customers offer a comprehensive suite of banking, investment, mortgage, trust and payments products through four core lines of business:

- Payment Services
- Consumer and Business Banking
- Wealth Management and Investment Services
- Corporate & Commercial Banking

Our outstanding track record of financial performance coupled with our sound ethical business practices have earned us the honor of being named a 2023 World's Most Ethical Company® – our ninth consecutive – by the Ethisphere Institute. We were also named Fortune's 2022 "most admired superregional bank" for the 12<sup>th</sup> consecutive year. Fortune ranked U.S. Bank in the Top 10 among 680 companies across all industries for:

- #3 Social Responsibility
- #3 Use of Corporate Assets
- #8 Management Quality
- #9 Financial Soundness
- #10 Long-Term Investment Value

### Building a better future today

Strong civic connections start with listening and understanding the needs of our communities and deepening relationships in ways that move us all forward. As our neighborhoods face challenges, we endeavor to help address those challenges through:

- Employee leadership and volunteerism
- Financial support of our nonprofit partners
- Investments and loans for transformational community projects
- Sharing our knowledge through financial education



Our employees are inspired and engaged leaders in their communities and offer their time and talent. Our Development Network chapters and Business Resource Groups empower employees to harness what they hear from their clients and community partners and help them mobilize our resources to lead the way to success.

Human Resources and the Diversity, Equity and Inclusion (DEI) office help execute our commitment to creating and sustaining an inclusive workforce that drives business growth and propels accountability at all levels of the organization. Our employees' unique talents propel us with innovative, thoughtful solutions for all our customers and communities.

#### [Collaborate with a trusted partner](#)

You can expect world class results from a national bank with a local relationship team focused on your program. We don't let our history and numbers just speak for themselves – we are committed to a consultative partnership with the City and demonstrating the benefit and value of our solutions, every single day.

From your initial Working Capital Engagement with our solutions engineers to day-to-day inquiries for Commercial Customer Service (CCS), you can be assured of a superior client experience. A team of experienced specialists across U.S. Bank works behind the scenes to provide seamless service and technology so you can focus on the business of doing business.

Our size, strength and scale keep us well positioned for future growth. We are committed to invest in delivering innovative and remarkable solutions for our customers, shareholders, employees and communities as their most trusted financial partner.



Account Analysis & Billing  
City fo Garden Grove

Proforma Account Analysis

Page 1 of 6

Consolidated Analysis Summary

|                          |         |
|--------------------------|---------|
| Lead Account Number      | 0       |
| Earnings Credit Rate     | 2.25%   |
| Negative Collected Rate  | 0.00%   |
| Current Month Multiplier | 533.33  |
| Settlement Frequency     | Monthly |

Balance Summary

|                                    |    |               |
|------------------------------------|----|---------------|
| Average Ledger Balance             | \$ | 21,000,000.00 |
| Average Float                      | -  | 0.00          |
| Average Collected Balance          | =  | 21,000,000.00 |
| Average Negative Collected         | \$ | 0.00          |
| Average Positive Collected Balance | \$ | 21,000,000.00 |

Settlement Analysis

|  |    |               |
|--|----|---------------|
| Average Positive Collected Balance                       | \$ | 21,000,000.00 |
| Fee Based Collected Balance (Net of Reserves)            | -  | 0.00          |
| Collected Balance Available for Earnings Credit Services | =  | 21,000,000.00 |
| Earnings Credit @ 2.25%                                  |    | 39,375.00     |
| Interest Paid on Balances                                |    | 0.00          |
| Earnings Credit Based Service Charges                    | -  | 6,625.56      |
| Current Month Surplus/(Deficit) Position                 | =  | 32,749.44     |

|                     |    |   |
|---------------------|----|---|
| Net Service Charges | \$ | - |
|---------------------|----|---|

Net of Interest and Service Charges

|                                      |    |   |
|--------------------------------------|----|---|
| Interest Earned Less Service Charges | \$ | - |
|--------------------------------------|----|---|

| AFP                        | Service                       | Volume   | Unit Price | Total Price | Collected Balance Required |
|----------------------------|-------------------------------|----------|------------|-------------|----------------------------|
| <b>Depository Services</b> |                               |          |            |             |                            |
| 010010                     | Money Mkt Savings Maintenance | 2 \$     | 2.00 \$    | 4.00 \$     | 2,133                      |
| 010000                     | Account Maintenance           | 8 \$     | 2.00 \$    | 16.00 \$    | 8,533                      |
| 010101                     | Paper Credits                 | 24 \$    | 0.75 \$    | 18.00 \$    | 9,600                      |
| 010101                     | Electronic Credits            | 375 \$   | 0.04 \$    | 15.00 \$    | 8,000                      |
| 010100                     | Paper Debits                  | 1,353 \$ | 0.05 \$    | 67.65 \$    | 36,080                     |
| 010100                     | Electronic Debits             | 73 \$    | 0.04 \$    | 2.92 \$     | 1,557                      |
| 010102                     | Combined Transactions/Items   | 1,825 \$ | 0.00 \$    | -           |                            |
| 100224                     | Deposited Item                | 7 \$     | 0.05 \$    | 0.35 \$     | 187                        |
| 100400                     | Returned Deposited Items      | 1 \$     | 8.00 \$    | 8.00 \$     | 4,267                      |
| 100405                     | Returned Item Special Instruc | \$       | 0.00       |             |                            |



## Proforma Account Analysis

Page 2 of 6

### Account Analysis & Billing

| <u>AFP</u> | <u>Service</u>                           | <u>Volume</u> |    | <u>Unit</u> | <u>Price</u> | <u>Total</u> | <u>Collected</u> | <u>Balance</u>  |
|------------|--|---------------|----|-------------|--------------|--------------|------------------|-----------------|
|            |  |               |    |             |              | <u>Price</u> |                  | <u>Required</u> |
| 100405     | For First 1                              | 1             | \$ | 8.00        | \$           | 8.00         | \$               | 4,267           |
| 100405     | For Over 1                               | 3             | \$ | 5.00        | \$           | 15.00        | \$               | 8,000           |
| 100402     | Redeposited Returned Item                |               | \$ | 2.00        | \$           | -            |                  |                 |
| 100440     | Returned Item Email Notice               |               | \$ | 2.00        | \$           | -            |                  |                 |
| 100440     | Returned Item Email Images               |               | \$ | 2.00        | \$           | -            |                  |                 |
| 000230     | Deposit Coverage                         | 21000         | \$ | 0.129       | \$           | 2,709.00     |                  |                 |
| 010310     | Truncated Paper Stmt                     |               | \$ | 6.00        | \$           | -            |                  |                 |
| 150240     | Check Filter Monthly Maint               |               | \$ | 11.00       | \$           | -            |                  |                 |
| 150420     | Manual Stop Payment-24 Months            | 9             | \$ | 20.00       | \$           | 180.00       | \$               | 96,000          |
| 010600     | Account Inquiry                          | 15            | \$ | 2.00        | \$           | 30.00        | \$               | 16,000          |
| 151342     | Copy of Check/Deposit Ticket             | 10            | \$ | 2.00        | \$           | 20.00        | \$               | 10,667          |
|            | Subtotal Depository Services             |               |    |             | \$           | 3,093.92     | \$               | 1,650,091       |
|            | <b>Account Reconciliation Services</b>   |               |    |             |              |              |                  |                 |
| 150030     | Full/Positive Pay Maint                  |               | \$ | 0.00        |              |              |                  |                 |
| 150030     | For First 1 Per Acct                     | 1             | \$ | 30.00       | \$           | 30.00        | \$               | 16,000          |
| 150030     | For Over 1 Per Acct                      | 2             | \$ | 15.00       | \$           | 30.00        | \$               | 16,000          |
| 150120     | Full/Positive Pay - per Item             | 1,353         | \$ | 0.055       | \$           | 74.42        | \$               | 39,688          |
| 150322     | SP Checks Returned                       | 1             | \$ | 12.00       | \$           | 12.00        | \$               | 6,400           |
| 151352     | SP Pos Pay Image Retrieval               | 7             | \$ | 0.00        | \$           | -            |                  |                 |
| 20020B     | SP Issue/Cancel Input                    | 43            | \$ | 0.25        | \$           | 10.75        | \$               | 5,733           |
| 150310     | SP Positive Pay Exceptions               | 136           | \$ | 0.20        | \$           | 27.20        | \$               | 14,507          |
| 20020B     | SP Issue Mnt Upload - per File           |               | \$ | 0.00        |              |              |                  |                 |
| 20020B     | For First 6 Per Acct                     | 0             | \$ | 10.00       | \$           | -            |                  |                 |
| 20020B     | For Over 6 Per Acct                      |               | \$ | 0.00        | \$           | -            |                  |                 |
| 159999     | SP Issue Mnt Confirm-per File            |               | \$ | 1.00        | \$           | -            |                  |                 |
| 200100     | SP ARP Recon Report-per Item             | 1,496         | \$ | 0.03        | \$           | 44.88        | \$               | 23,936          |
| 200306     | SP ARP Recon Reports Maint               | 3             | \$ | 20.00       | \$           | 60.00        | \$               | 32,000          |
| 200306     | SP ARP Recon Outstanding Maint           | 1             | \$ | 1.00        | \$           | 1.00         | \$               | 533             |
| 200306     | SP ARP Recon Outstanding Item            | 143           | \$ | 0.03        | \$           | 4.29         | \$               | 2,288           |
| 200306     | SP ARP Daily Paid Monthly Main           | 3             | \$ | 5.00        | \$           | 15.00        | \$               | 8,000           |
| 200306     | SP ARP Daily Paid - per Item             | 1,353         | \$ | 0.03        | \$           | 40.59        | \$               | 21,648          |
| 200201     | Transmission Input                       | 31            | \$ | 8.00        | \$           | 70.00        | \$               | 37,333          |
| 200301     | ARP Transmission Output                  | 5             | \$ | 5.00        | \$           | 25.00        | \$               | 13,333          |
| 200301     | ARP Transmission - per Item              | 7,795         | \$ | 0.01        | \$           | 77.95        | \$               | 41,573          |
| 150122     | Payee Positive Pay Maintenance           | 2             | \$ | 10.00       | \$           | 20.00        | \$               | 10,667          |
| 151022     | Payee Positive Pay-per Item              | 1,353         | \$ | 0.03        | \$           | 40.59        | \$               | 21,648          |
| 150122     | SP Payee Pos Pay Exceptions              | 123           | \$ | 1.50        | \$           | 184.50       | \$               | 98,400          |
| 150230     | Stale Date Maintenance                   | 1             | \$ | 5.00        | \$           | 5.00         | \$               | 2,667           |
| 150230     | Stale Date Trans - per File              | 1             | \$ | 5.00        | \$           | 5.00         | \$               | 2,667           |
|            | Subtotal Account Reconciliation Services |               |    |             | \$           | 778.17       | \$               | 415,021         |
|            | <b>SinglePoint</b>                       |               |    |             |              |              |                  |                 |
| 400272     | Sp Current Day Per Acct                  |               | \$ | 0.00        |              |              |                  |                 |
| 400272     | For First 1                              | 1             | \$ | 20.00       | \$           | 20.00        | \$               | 10,667          |
| 400272     | For Over 1                               | 8             | \$ | 18.00       | \$           | 144.00       | \$               | 76,800          |
| 400272     | Sp Current Day Per Item                  | 870           | \$ | 0.03        | \$           | 26.10        | \$               | 13,920          |





# Proforma Account Analysis

Page 3 of 6

## Account Analysis & Billing

| <u>AFP</u>           | <u>Service</u>                | <u>Volume</u> |    | <u>Unit</u> | <u>Price</u> | <u>Total</u> | <u>Collected</u> |
|----------------------|-------------------------------|---------------|----|-------------|--------------|--------------|------------------|
|                      |                               |               |    |             |              | <u>Price</u> | <u>Balance</u>   |
|                      |                               |               |    |             |              |              | <u>Required</u>  |
| 400272               | Sp Previous Day Per Acct      |               | \$ |             | 0.00         |              |                  |
| 400272               | For First 1                   | 1             | \$ | 20.00       | \$           | 20.00        | \$ 10,667        |
| 400272               | For Over 1                    | 9             | \$ | 18.00       | \$           | 162.00       | \$ 86,400        |
| 400272               | Sp Previous Day Per Item      | 2,774         | \$ | 0.03        | \$           | 83.22        | \$ 44,384        |
| 010407               | Account Analysis Report CSV   | 1             | \$ | 0.00        | \$           | -            |                  |
| 409999               | Monthly DDA Statement PDF     | 10            | \$ | 0.00        | \$           | -            |                  |
| 400800               | SP Extended Retention-12 mos  | 0.0001        | \$ | 30.00       | \$           | 0.00         | \$ 2             |
| 400800               | SP Extended Retention-24 mos  | 0.0001        | \$ | 50.00       | \$           | 0.01         | \$ 3             |
| 401020               | SP Token Monthly Maintenance  | 4             | \$ | 1.00        | \$           | 4.00         | \$ 2,133         |
| 400810               | SP User Add/Modify/Delete     | 2             | \$ | 3.00        | \$           | 6.00         | \$ 3,200         |
| 400810               | SP Account Add/Modify/Delete  | 0.0001        | \$ | 3.00        | \$           | 0.00         | \$ 0             |
| 400820               | SP Bank Assist Password Reset | 0.0001        | \$ | 3.00        | \$           | 0.00         | \$ 0             |
| 409999               | SP Book Transfer Mo Maint     |               | \$ | 0.00        |              |              |                  |
| 409999               | For First 1                   | 1             | \$ | 25.00       | \$           | 25.00        | \$ 13,333        |
| 409999               | For Over 1                    | 9             | \$ | 0.00        | \$           | -            |                  |
| 409999               | SP Book Transfer-per Transfer | 6             | \$ | 0.40        | \$           | 2.40         | \$ 1,280         |
| 999999               | SP Cash Vault Mo Maintenance  | 1             | \$ | 20.00       | \$           | 20.00        | \$ 10,667        |
| 100141               | SP Cash Vault per Order       | 1             | \$ | 0.00        | \$           | -            |                  |
| 150410               | SP Stop Payments Mo Maint     |               | \$ | 0.00        |              |              |                  |
| 150410               | For First 1                   | 1             | \$ | 25.00       | \$           | 25.00        | \$ 13,333        |
| 150410               | For Over 1                    | 9             | \$ | 0.00        | \$           | -            |                  |
| 150410               | SP Stop Payments-per Stop     | 16            | \$ | 1.00        | \$           | 16.00        | \$ 8,533         |
| 150412               | SP Stop Pmt Renewal-per Stop  | 160           | \$ | 1.00        | \$           | 160.00       | \$ 85,333        |
| 250000               | SP ACH Origination Mo Maint   |               | \$ | 0.00        |              |              |                  |
| 250000               | For First 1                   | 1             | \$ | 25.00       | \$           | 25.00        | \$ 13,333        |
| 250000               | For Over 1                    |               | \$ | 0.00        | \$           | -            |                  |
| 250000               | SP ACH Origination Rec Email  | 7             | \$ | 0.12        | \$           | 0.84         | \$ 448           |
| 250000               | SP ACH Positive Pay Mo Maint  | 1             | \$ | 17.50       | \$           | 17.50        | \$ 9,333         |
| 350000               | SP Wires Monthly Maintena     |               | \$ | 0.00        |              |              |                  |
| 350000               | For First 1                   | 1             | \$ | 25.00       | \$           | 25.00        | \$ 13,333        |
| 350000               | For Over 1                    |               | \$ | 0.00        | \$           | -            |                  |
| 250000               | SP ACH POS Pay Authorization  | 0.0001        | \$ | 1.00        | \$           | 0.00         | \$ 0             |
| 250000               | SP ACH POS Pay per Paid Item  | 0.0001        | \$ | 0.10        | \$           | 0.00         | \$ 0             |
| 150030               | SP Positive Pay Monthly Maint | 3             | \$ | 0.00        | \$           | -            |                  |
| 200201               | SP Issue Maint Mo Maintenance |               | \$ | 0.00        |              |              |                  |
| 200201               | For First 1                   | 1             | \$ | 0.00        | \$           | -            |                  |
| 200201               | For Over 1                    | 2             | \$ | 0.00        | \$           | -            |                  |
| 151350               | SP Image Access Mo Maint      | 2             | \$ | 25.00       | \$           | 50.00        | \$ 26,667        |
| 409999               | SP Rtn Item Decision Mo Maint |               |    |             |              |              |                  |
| 409999               | For First 1                   | 1             | \$ | 5.00        | \$           | 5.00         | \$ 2,667         |
| 409999               | For Next 48                   |               | \$ | 1.00        | \$           | -            |                  |
| 409999               | For Over 49                   |               | \$ | 0.00        | \$           | -            |                  |
| 409999               | SP External Message Mo Maint  |               | \$ | 0.00        |              |              |                  |
| 409999               | For First 1                   | 1             | \$ | 25.00       | \$           | 25.00        | \$ 13,333        |
| 409999               | For Over 1                    | 9             | \$ | 0.00        | \$           | -            |                  |
| 409999               | SP External User Message Sent | 69            | \$ | 0.00        | \$           | -            |                  |
| Subtotal SinglePoint |                               |               |    |             | \$           | 862.07       | \$ 459,770       |



Account Analysis & Billing

| <u>AFP</u>                   | <u>Service</u>                 | <u>Volume</u> |    | <u>Unit</u> | <u>Price</u> | <u>Total</u> | <u>Collected</u> |
|------------------------------|--------------------------------|---------------|----|-------------|--------------|--------------|------------------|
|                              |                                |               |    |             |              | <u>Price</u> | <u>Balance</u>   |
|                              |                                |               |    |             |              |              | <u>Required</u>  |
| <b>Wire Transfers</b>        |                                |               |    |             |              |              |                  |
| 350300                       | Incoming Fedwire               | 5             | \$ | 5.00        | \$           | 25.00        | \$ 13,333        |
| 350712                       | Incoming Intl Wire             | 0.0001        | \$ | 10.00       | \$           | 0.00         | \$ 1             |
| 350123                       | Internal Wire Credit           | 0.0001        | \$ | 7.50        | \$           | 0.00         | \$ 0             |
| 350100                       | SP Fedwire Repetitive          | 0.0001        | \$ | 7.50        | \$           | 0.00         | \$ 0             |
| 350104                       | SP Fedwire Non-Repetitive      | 4             | \$ | 7.50        | \$           | 30.00        | \$ 16,000        |
| 350700                       | SP Intl USD Repetitive         | 0.0001        | \$ | 15.00       | \$           | 0.00         | \$ 1             |
| 350700                       | SP Intl USD Non-Repetitive     | 0.0001        | \$ | 15.00       | \$           | 0.00         | \$ 1             |
| 350120                       | SP Internal                    | 5             | \$ | 5.00        | \$           | 25.00        | \$ 13,333        |
|                              | Subtotal Wire Transfers        |               |    |             | \$           | 80.01        | \$ 42,670        |
| <b>Zero Balance Accounts</b> |                                |               |    |             |              |              |                  |
| 010020                       | ZBA Lead                       |               | \$ | 25.00       | \$           | -            |                  |
| 010021                       | ZBA Subsidiary                 |               | \$ | 10.00       | \$           | -            |                  |
|                              | Subtotal Zero Balance Accounts |               |    |             | \$           | -            |                  |
| <b>Sweep</b>                 |                                |               |    |             |              |              |                  |
| 450020                       | Commercial Money Fund Sweep    |               | \$ | 150.00      | \$           | -            |                  |
|                              | Subtotal Sweep                 |               |    |             | \$           | -            |                  |
| <b>Image Services</b>        |                                |               |    |             |              |              |                  |
| 151351                       | SP Cks Pd per item Stored      | 1,085         | \$ | 0.035       | \$           | 37.98        | \$ 20,253        |
| 151351                       | Dep Itms Img per Item Stored   | 7,342         | \$ | 0.025       | \$           | 183.55       | \$ 97,893        |
| 151352                       | SP Short Term Imgs Retrieved   | 2             | \$ | 1.00        | \$           | 2.00         | \$ 1,067         |
|                              | Subtotal Image Services        |               |    |             | \$           | 223.53       | \$ 119,213       |
| <b>ACH Services</b>          |                                |               |    |             |              |              |                  |
| 250000                       | ACH Monthly Maintenance        | 1             | \$ | 60.00       | \$           | 60.00        | \$ 32,000        |
| 250120                       | ACH Originated Addenda Item    | 0.0001        | \$ | 0.04        | \$           | 0.00         | \$ 0             |
| 250501                       | ACH Process Run                | 7             | \$ | 24.25       | \$           | 169.75       | \$ 90,533        |
| 250102                       | ACH Orig Transit Item          |               | \$ | 0.00        |              |              |                  |
| 250102                       | If 1 - 10000 Per Acct          | 767           | \$ | 0.12        | \$           | 92.04        | \$ 49,088        |
| 250102                       | If Over 10000 Per Acct         |               | \$ | 0.12        | \$           | -            |                  |
| 250102                       | ACH Originated On-US Item      |               | \$ | 0.00        |              |              |                  |
| 250102                       | If 1 - 10000 Per Acct          | 767           | \$ | 0.12        | \$           | 92.04        | \$ 49,088        |
| 250102                       | If Over 10000 Per Acct         |               | \$ | 0.12        | \$           | -            |                  |
| 259999                       | ACH File Confirmation Email    | 7             | \$ | 2.30        | \$           | 16.10        | \$ 8,587         |
| 250202                       | ACH Received Item              | 1             | \$ | 0.26        | \$           | 0.26         | \$ 139           |
| 251050                       | ACH Block Mthly Maint-per Acct | 0.0001        | \$ | 17.00       | \$           | 0.00         | \$ 1             |
| 251050                       | ACH Filter Mthly Maint         | 0.0001        | \$ | 22.00       | \$           | 0.00         | \$ 1             |
| 251055                       | ACH FILTER CHANGE              | 0.0001        | \$ | 6.00        | \$           | 0.00         | \$ 0             |
| 250300                       | Unauth ACH Return - per Item   |               | \$ | 8.25        |              |              |                  |
| 250302                       | ACH Return-per Item            | 1             | \$ | 8.25        | \$           | 8.25         | \$ 4,400         |
| 251070                       | ACH Notification of Change     | 1             | \$ | 5.25        | \$           | 5.25         | \$ 2,800         |
| 250640                       | ACH Item Adjustment Request    | 1             | \$ | 33.00       | \$           | 33.00        | \$ 17,600        |



Account Analysis & Billing

| <u>AFP</u> | <u>Service</u>                         | <u>Volume</u> |    | <u>Unit</u> | <u>Price</u> | <u>Total</u> | <u>Collected</u> | <u>Balance</u> |
|------------|--|---------------|----|-------------|--------------|--------------|------------------|----------------|
|            |  |               |    |             |              | <u>Price</u> | <u>Required</u>  |                |
| 250102     | Same Day ACH Orig Transit Item         | 1             | \$ |             | 0.50         | \$           | 0.50             | \$ 267         |
| 259999     | SDA Special Processing                 |               | \$ |             | 190.00       |              |                  |                |
| 250102     | SP ACH On-US Item                      | 1             | \$ |             | 0.12         | \$           | 0.12             | \$ 64          |
| 250102     | SP ACH Transit Item                    | 1             | \$ |             | 0.12         | \$           | 0.12             | \$ 64          |
| 250102     | SinglePoint SDA Transit Item           |               | \$ |             | 0.50         |              |                  |                |
| 250505     | SP ACH Process Run                     | 1             | \$ |             | 5.00         | \$           | 5.00             | \$ 2,667       |
| 250302     | SP ACH Rtn Item                        | 1             | \$ |             | 8.25         | \$           | 8.25             | \$ 4,400       |
| 250300     | SP Unauth ACH Ret - per Item           |               | \$ |             | 8.25         |              |                  |                |
| 251070     | SP ACH NOC Item                        | 1             | \$ |             | 5.25         | \$           | 5.25             | \$ 2,800       |
|            | Subtotal ACH Services                  |               |    |             |              | \$           | 495.93           | \$ 264,498     |
|            | <b>Branch Coin/Currency Services</b>   |               |    |             |              |              |                  |                |
| 10001Z     | Cash Deposited-per \$100               |               | \$ |             | 0.15         |              |                  |                |
| 100000     | Branch Deposit Processing Fee          | 4             | \$ |             | 1.75         | \$           | 7.00             | \$ 3,733       |
| 109999     | Night Dep Processing-per Dep           | 0.0001        | \$ |             | 1.75         | \$           | 0.00             | \$ 0           |
| 150501     | Non Customer On US Ck Cashing          | 2             | \$ |             | 0.00         | \$           | -                |                |
|            | Subtotal Branch Coin/Currency Services |               |    |             |              | \$           | 7.00             | \$ 3,733       |
|            | <b>CVS Coin/Currency</b>               |               |    |             |              |              |                  |                |
| 100114     | Cash Dep-per \$100-Extended            | 777           | \$ |             | 0.08         | \$           | 62.16            | \$ 33,152      |
| 100100     | Cash Vault Deposit-Extended            | 20            | \$ |             | 0.90         | \$           | 18.00            | \$ 9,600       |
| 100104     | Envelope Deposit-Extended              |               | \$ |             | 2.00         |              |                  |                |
| 100113     | Coin Bag Deposited-Extended            | 1             | \$ |             | 1.50         | \$           | 1.50             | \$ 800         |
| 100111     | Loose Coin Deposited-Extended          | 1             | \$ |             | 4.00         | \$           | 4.00             | \$ 2,133       |
| 100501     | Cash Dep Adjustment-Extended           |               | \$ |             | 8.00         |              |                  |                |
| 100144     | Individual Coin Roll-Extended          |               | \$ |             | 0.19         |              |                  |                |
| 100146     | Box Coin Ordered-Extended              |               | \$ |             | 7.00         |              |                  |                |
| 10014A     | Curr Order-per Strap-Extended          |               | \$ |             | 0.50         |              |                  |                |
| 100141     | Std Cash Orders-Extended               |               | \$ |             | 5.00         |              |                  |                |
| 100141     | Non Std Cash Orders-Extended           |               | \$ |             | 6.00         |              |                  |                |
| 100143     | Late Cash Order-Extended               |               | \$ |             | 35.00        |              |                  |                |
| 100147     | Coin Bag Ordered-Extended              |               | \$ |             | 6.00         |              |                  |                |
|            | Subtotal CVS Coin/Currency             |               |    |             |              | \$           | 85.66            | \$ 45,685      |
|            | <b>Electronic Deposit Services</b>     |               |    |             |              |              |                  |                |
| 101300     | EDM Monthly Maint - per Acct           |               | \$ |             | 0.00         |              |                  |                |
| 101300     | For First 1                            | 1             | \$ |             | 65.00        | \$           | 65.00            | \$ 34,667      |
| 101300     | For Over 1                             |               | \$ |             | 20.00        | \$           | -                |                |
| 101300     | Web Monthly Maint - per Wrkstn         |               | \$ |             | 0.00         |              |                  |                |
| 101300     | If 1 - 10                              | 1             | \$ |             | 20.00        | \$           | 20.00            | \$ 10,667      |
| 101300     | If 11 - 50                             |               | \$ |             | 20.00        | \$           | -                |                |
| 101300     | If Over 50                             |               | \$ |             | 20.00        | \$           | -                |                |
| 109999     | Deposit Credit                         | 125           | \$ |             | 0.80         | \$           | 100.00           | \$ 53,333      |
| 101311     | Image Check Item - On-Us               | 242           | \$ |             | 0.09         | \$           | 21.78            | \$ 11,616      |
| 101310     | Image Check Item - Transit             | 6,792         | \$ |             | 0.09         | \$           | 611.28           | \$ 326,016     |
| 101311     | Image Cash Letter Item - On-Us         | 19            | \$ |             | 0.09         | \$           | 1.71             | \$ 912         |



Account Analysis & Billing

| <u>AFP</u>                  | <u>Service</u>                 | <u>Volume</u> |          | <u>Unit</u><br><u>Price</u> | <u>Total</u><br><u>Price</u> | <u>Collected</u><br><u>Balance</u><br><u>Required</u> |
|-----------------------------|--------------------------------|---------------|----------|-----------------------------|------------------------------|---|
| 101310                      | Image Cash Letter Item-Transit |               | \$       | 0.00                        |                              |   |
| 101310                      | If 1 - 10000 Per Acct          | 289           | \$       | 0.09                        | \$ 26.01                     | \$ 13,872   |
| 101310                      | If 10001 - 25000 Per Acct      |               | \$       | 0.09                        | \$ -                         |   |
| 101310                      | If 25001 - 100000 Per Acct     |               | \$       | 0.09                        | \$ -                         |   |
| 101310                      | If Over 100000 Per Acct        |               | \$       | 0.09                        | \$ -                         |   |
| 010101                      | Image Cash Letter Deposit Fee  | 19            | \$       | 1.50                        | \$ 28.50                     | \$ 15,200   |
| 101300                      | ICL Monthly Maintenance        |               | \$       | 0.00                        |                              |   |
| 101300                      | For First 1                    | 1             | \$       | 125.00                      | \$ 125.00                    | \$ 66,667   |
| 101300                      | For Over 1                     |               | \$ 50.00 | \$                          | -                            |   |
| Subtotal Electronic Deposit |                                |               |          | \$                          | 999.28                       | \$ 532,949  |
| Total Service Charges       |                                |               |          | \$                          | 6,625.56                     | \$ 3,533,631  |

Prices quoted in this proposal are only for those Treasury Management Services requested by the customer. Additional Treasury Management Services will be separately priced at the time of customer's request. Prices quoted are valid for 60 days following customer's receipt, after which they will be subject to change by U.S. Bank. All prices are subject to change, at any time and at Bank's sole discretion, due to changes in business conditions, volumes, quality of work provided by the customer and normal pricing change cycles.

Notwithstanding anything contained herein to the contrary, all Treasury Management Services provided to customer are subject to U.S. Bank's Services Terms and Conditions, as the same may be amended from time to time.

Branch Cash services availability is subject to change based on client processing requirements and branch capacity. Pricing for Branch Cash Services is subject to change when non-standard processing is requested.

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

|          |  |        |  |
|----------|--|--------|--|
| To:      | Lisa L. Kim  | From:  | Craig Beck                                       |
| Dept.:   | City Manager   | Dept.: | Community and Economic<br>Development Department |
| Subject: | Adoption of a Resolution<br>Declaring a Surplus Land<br>Exemption for real property<br>located at 11390-11400 Stanford<br>Avenue, Garden Grove. ( <i>Action<br/>Item</i> ) | Date:  | 6/12/2023  |

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**OBJECTIVE**

To request the City Council consider adoption of a Resolution declaring certain real property located at 11390-11400 Stanford Avenue, Garden Grove, as exempt Surplus Land.

**BACKGROUND**

The City owns real property located at the southwest corner of Stanford Avenue and Eighth Street at 11390-11400 Stanford Avenue, Garden Grove, the north portion of a larger assessor's parcel APN No. 090-154-57. An appraisal determined the fair market value, and the highest and best use of the property is for multi-family residential development in accordance with the existing zoning.

Pursuant to the California Surplus Land Act Section 54221(b)(1), the City Council must declare City owned real property to be "surplus land" or "exempt surplus land" prior to the City taking action to sell or dispose of real property; and submit the determination to the California Department of Housing and Community Development (HCD) for its review and approval at least 30 days prior to disposition of the property.

**DISCUSSION**

Exempt surplus land is defined to include surplus land that is transferred to another local agency for the agency's use, per Government Section Code 54221(f)(1)(D). Additionally, Section 103(b)(3)(D) of the Surplus Land Act Guidelines issued by HCD, state that local agency surplus land that is transferred to another local agency for the transferee agency's use is exempt from the provisions of Articles II and III of the SLA/HCD Guidelines.

The Garden Grove Housing Authority (GGHA) has the authority and power under Housing Authority Law and Housing Successor Law to provide funding for the production, improvement, or preservation of affordable housing. The City intends to sell and convey the Property located at 11390-11400 Stanford Avenue, Garden Grove, CA, to the GGHA for the development of affordable housing and is taking the required steps to declare that the Property is exempt surplus land, as supported by written findings. A Purchase and Sale Agreement between the City and GGHA will be presented to City Council for consideration at a future meeting.

**FINANCIAL IMPACT**

There is no financial impact for the City Council to adopt the resolution declaring certain real property located at 11390-11400 Stanford Avenue, Garden Grove, as exempt Surplus Land. An appraisal will be done on the subject property at a later time to determine the financial impact.

#### RECOMMENDATION

It is recommended that the City Council:

- Adopt the Resolution approving the exemption to the Surplus Land Act for sale of City owned real property to the Garden Grove Housing Authority; and
- Authorize the City Manager, or her designee, submit the Resolution to the California Department of Housing and Community Development for their review and approval, on behalf of the City.

By: Monica Covarrubias  
Sr. Project Manager

#### **ATTACHMENTS:**

| <b>Description</b>   | <b>Upload<br/>Date</b> | <b>Type</b> | <b>File Name</b>  |
|--|------------------------|-------------|---|
| Resolution<br>Declaring<br>Property<br>Exempt<br>Surplus<br>Land | 6/5/2023               | Resolution  | GG_Resolution_Declaring_PD_Annex_Property_Exempt_Surplus_Land_for_Transfer_to_HA.docx |

RESOLUTION NO. \_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CALIFORNIA, DECLARING CERTAIN REAL PROPERTY LOCATED AT 11390-11400 STANFORD AVENUE, GARDEN GROVE, CALIFORNIA AS EXEMPT SURPLUS LAND; AND, MAKING CERTAIN OTHER FINDINGS IN CONNECTION THEREWITH**

**WHEREAS**, the City of Garden Grove ("City") is a California municipal corporation and general law city; and

**WHEREAS**, the Garden Grove Housing Authority ("Authority") is a California housing authority acting under the California Housing Authorities Law, Part 2 of Division 24, Section 34200, *et seq.*, of the Health and Safety Code ("HAL"); and

**WHEREAS**, further, the Authority serves as the "housing successor" to the former Garden Grove Agency for Community Development, a dissolved redevelopment agency ("Former Agency") pursuant to Part 1.85 of Division 24 of the Health and Safety Code, in particular HSC Section 34176.1 ("Dissolution Law" or "Housing Successor Law") and the Dissolution Law references and incorporates certain affordable housing laws set forth in Health and Safety Code Section 33000, *et seq.* that survived the dissolution of all California redevelopment agencies and remain effective as to housing successors, including the Authority ("CRL"); and

**WHEREAS**, the Authority is authorized and empowered under the HAL, CRL and Dissolution Law to provide funding for the production, improvement, or preservation of affordable housing and appurtenant improvements, and maintains accounts thereunder including funds on deposit in the Low to Moderate Income Housing Fund pursuant to HSC Section 34176.1 ("LMIHAF"); and

**WHEREAS**, while the City has broad powers and purposes, a housing authority (including as a housing successor) is more limited in statutory purpose and focus to carry out affordable housing functions, including, without limitation, the power to finance housing such as through issuance of loans, grants, bonds, or other tax exempt obligations, to construct, maintain, and operate housing, to monitor and enforce covenants and applicable laws, etc.; and

**WHEREAS**, in more simple wording, a housing authority is an affordable housing specialist entity, with specific regulations, policies, powers, and tools to accomplish the housing duties imposed on the City via State and local law, and thereby best suited, between the two entities (City and Authority), to advance the community's affordable housing goals; and

**WHEREAS**, state law statutory references in this Agreement are to the California Government Code ("GC") and the California Health and Safety Code ("HSC") unless otherwise stated; and

**WHEREAS**, the City is the owner of certain real property located at the southwest corner of Stanford Avenue and Eighth Street in the City, the parcel is approximately 96,073 square feet in size, and has a common address of 11390-11400 Stanford Avenue, Garden Grove, California (north portion of a larger assessor's parcel APN No. 090-154-57) (herein, "Property"); and

**WHEREAS**, the Property is suitable for development of affordable housing; and

**WHEREAS**, the City recently rezoned the Property (Ordinance No. 2925) to be within the CC-3 (Civic Center Core Mixed Use) zone district and the permitted base density was increased to 60 units per acre, which base density is before consideration of use for affordable housing or application of a density bonus or other incentives; and

**WHEREAS**, the CC-3 zone is established to encourage civic, educational, commercial, high-density residential, and compatible uses that enliven the City's core and work together to create a walkable, lively district that encourages interaction and engagement in community activities; the zoning allows shared parking facilities, promotes pedestrian orientation of buildings, high-quality architecture, pedestrian-scale landscaping, pathways, and signage reinforce the goal to create places where people, not cars, predominate; and

**WHEREAS**, the City obtained an independent appraisal of the Property that concludes the highest and best use is for "multiple family residential development in accordance with the existing zoning; and

**WHEREAS**, pursuant to GC Section 54221(b)(l) of the California Surplus Land Act (GC Sections 54220-54234) ("SLA"), the City Council must declare real property to be "surplus land" or "exempt surplus land" before the City Council takes action to sell or otherwise dispose of real property; and

**WHEREAS**, GC Section 54221(f)(1)(D) defines "exempt surplus land" to include surplus land that is transferred to another local agency for the agency's use; and

**WHEREAS**, pursuant to Section 103(b)(2)(D) of the Surplus Land Act Guidelines ("SLA/HCD Guidelines") issued by the State of California, Department of Housing and Community Development ("HCD"), local agency surplus land that is transferred to another local agency for the transferee agency's use is exempt from the provisions of Articles II and III of the SLA/HCD Guidelines; and

**WHEREAS**, pursuant to the SLA, the City Council must take formal action in a regular public meeting to declare that the Property is exempt surplus land, as supported by written findings, which is the subject and intention of this Resolution; and

**WHEREAS**, by this Resolution the City Council declares pursuant to GC Sections 54221(b)(1) and 54221(f)(1)(D) that the Property is exempt surplus land because the City intends to sell and convey the Property to the Authority for the development of affordable housing on the Property; and



WHEREAS, pursuant to the SLA/HCD Guidelines, any determination by a local agency that its surplus land is exempt from the SLA must be provided to HCD for its review at least 30 days prior to disposition; and

**WHEREAS**, under the California Environmental Quality Act ("CEQA") this declaration is exempt pursuant to Section 15312 of the State CEQA Guidelines (Title 14, California Code of Regulations); and

**WHEREAS**, this action declares the Property as exempt surplus land and directs staff to effectuate the purpose of this Resolution, and this administrative activity of government will not result in direct or indirect physical changes to the environment; and there is no commitment to a particular scope of development other than the objective for development and operation of affordable housing on the Property, and in this regard, CEQA review requirements will be completed before any commitment to a selected proposal and project occurs and appropriate environmental review pursuant to CEQA will be completed at such time; and

**WHEREAS**, by this Resolution the City Council intends to authorize and direct the City Manager (who is also the Authority Director) to cause submittal of a copy of this Resolution to HCD in accordance with the SLA/HCD Guidelines; and

**WHEREAS**, the City Council intends that the City Manager, and her designees, be authorized to take any other such actions as they deem necessary or proper to effectuate the purposes of this Resolution.

**NOW THEREFORE BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF GARDEN GROVE** as follows:

**Section 1.** The foregoing recitals are true and correct and are a substantive part of this Resolution.

**Section 2.** The City Council declares 11390-11400 Stanford Avenue, Garden Grove, California (portion of APN No. 090-154-57) as exempt surplus land under GC Section 54221(f)(1)(D) and pursuant to Section 103(b)(3)(D) of the SLA/HCD Guidelines.

**Section 3.** The City Council authorizes and directs the City Manager (who is also the Authority Director) to cause submittal of a copy of this Resolution to HCD in accordance with the SLA/HCD Guidelines.

**Section 4.** The City Manager and her designees are authorized to take any other such actions as they deem necessary or proper to effectuate the purposes of this Resolution, and all actions previously taken, if any, are hereby ratified; and

**Section 5.** The City Council finds that this declaration and action is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15312 of the CEQA Guidelines (Surplus Government Property Sales).

**Section 6.** The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED by the City Council of the City of Garden Grove, California, this 13<sup>th</sup> day of June 2023 by the following vote, to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

Steve Jones, Mayor

Attest:

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Teresa Pomeroy, CMC, City Clerk

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STATE OF CALIFORNIA                    )  
COUNTY OF ORANGE                    ) ss.  
CITY OF GARDEN GROVE                 )

I, Teresa Pomeroy, CMC, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Resolution No. 2023-\_\_\_\_ was duly and regularly adopted by vote of the City Council of the City of Garden Grove at its regular meeting held on the 13<sup>th</sup> day of June 2023, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Teresa Pomeroy, City Clerk

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Lisa L. Kim From: William E. Murray  
Dept.: City Manager Dept.: Public Works  
Subject: Adoption of a Resolution for the Fiscal Year 2023-24 Project List Funded by Senate Bill 1 – The Road to Repair and Accountability Act of 2017. (*Action Item*) Date: 6/13/2023

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**OBJECTIVE**

For the City Council to adopt a Resolution for the Fiscal Year 2023-24 Project List, funded by gas tax revenue from Senate Bill 1 (SB1) – The Road Repair and Accountability Act of 2017.

**BACKGROUND**

In April 2017, Governor Brown signed into law Senate Bill 1 (SB1), which increased the vehicle fuel tax by \$0.12 and the diesel excise tax by \$0.20 per gallon. SB1 also implemented a new transportation vehicle fee based on vehicle value and an annual vehicle registration fee for zero-emission vehicles.

**DISCUSSION**

For a City to be eligible for SB1 apportionments, the California Transportation Commission (CTC), the lead administrative agency tasked with oversight of SB1, requires cities to formally submit annual Project Lists for administrative review and adoption. For Fiscal Year 2023-24, the City is anticipating approximately \$3 million in SB1 revenues for transportation projects.

Project Lists are capital improvements detailing SB1 fund expenditures, including project name, scope, schedule and other construction data. As per the attached resolution, FY 2023-24 SB1 funds will be used for constructing the following projects:

| <b>Project Name/Account</b> | <b>Limits</b>        | <b>FY23-24 SB1 Fund Allocation</b> | <b>Total FY23-24 Project Costs</b> |
|-----------------------------|----------------------|------------------------------------|------------------------------------|
| CP1341000 -                 | Springdale – Western | \$350,000                          | \$4,500,000                        |

|  |  |           |             |
|--|--|-----------|-------------|
| Chapman Ave. Rehab.                          |  |           |             |
| CP1355000 – Arterial Slurry Seals            | Harbor- Westminster to Trask; Clinton- Westminster to Trask; Chapman- 9 <sup>th</sup> to West; Brookhurst- Trask to Garden Grove; Brookhurst- Chapman to Katella; Westminster- Brookhurst to Bowen; Lampson- Valley View to Springdale; West- Garden Grove to Lampson; Nutwood- Garden Grove to Lampson; Nelson- Garden Grove to Chapman | \$657,000 | \$5,950,000 |
| CP1356000 - Arterial Rehab                   | Trask- Brookhurst to Benton; Haster- Lampson to Chapman; Garden Grove- Gilbert to Brookhurst; Springdale- Lampson to Chapman; West- Lampson to Chapman; Lampson- Euclid to West; Lampson- Euclid to 9 <sup>th</sup> ; Lampson- 9 <sup>th</sup> to West; Buaro- Lampson to Harbor   | \$669,981 | \$8,100,000 |
| Katella – Dale Intersection Paving           | Katella-Dale Intersection  | \$40,000  | \$40,000    |
| CP1259000 – Acacia Neighborhood Improvements | Bound by Dale St, Stanford Ave, Josephine St, and Garden Grove Blvd  | \$130,679 | \$7,737,140 |
| CP1341000 – Chapman Avenue Rehab             | Chapman Ave. from Springdale St. to Western Ave.   | \$350,000 | \$4,500,000 |
| CP1297022 – Lampson Avenue Rehab (part 1)    | Lampson Ave. from Springdale St. to Knott St.  | \$50,000  | \$398,470   |
| CP1297022 – Lampson Ave Rehab (part 2)       | Lampson Ave. from Harbor Blvd. to Haster St.   | \$100,000 | \$458,470   |

## FINANCIAL IMPACT

The above listed projects are included in the Fiscal Year 2023-24 Capital Improvement

Plan budget. There is no impact to the General Fund to adopt the resolution. The City is projecting to receive approximately \$3 million in SB1 revenue (Fund 208) for Fiscal Year 2023-24.

#### **RECOMMENDATION**

It is recommended that the City Council:

- Adopt the attached Resolution adopting the Fiscal Year 2023-24 List of Projects, funded by Senate Bill 1: The Road Repair and Accountability Act of 2017.

By: Alexa Viramontes, Sr. Administrative Analyst

#### **ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> | <b>File Name</b>                                   |
|--------------------|--------------------|-------------|--|
| Resolution         | 6/6/2023           | Resolution  | FY23-24_SB_1_Project_List_Resolution_6-6-2023.docx |

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, STATE OF CALIFORNIA,  
AUTHORIZING THE SUBMITTAL OF A PROJECT LIST OF ROAD PROJECTS FUNDED BY SB 1: THE ROAD  
REPAIR AND ACCOUNTABILITY ACT OF 2017 FOR FY 2023/24**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City, will receive an estimated \$3 million in RMRA funding in Fiscal Year FY2023-24 from SB 1; and

**WHEREAS**, this is the sixth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

**WHEREAS**, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

**WHEREAS**, the funding from SB 1 will help the City maintain and rehabilitate over 15 City street segments throughout the City this year as well as a full scale neighborhood rehabilitation, and similar projects into the future; and

**WHEREAS**, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City can improve its roads and this revenue will help us increase the overall quality of the road system and over the next decade will bring the streets and roads into improved conditions; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** by the City Council of the City of Garden Grove as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues

| <b>Project Name</b>     | <b>Description</b>  | <b>Location</b>  | <b>Useful Life Max</b> | <b>Construction Project Start Date</b> | <b>Construction Project Completion Date</b> |
|-------------------------|---|--|------------------------|--|---|
| Arterial Slurry Seals   | This project will make maintenance and preventative repairs to several street segments throughout the City. | Harbor- Westminster to Trask; Clinton- Westminster to Trask; Chapman- 9 <sup>th</sup> to West; Brookhurst- Trask to Garden Grove; Brookhurst- Chapman to Katella; Westminster- Brookhurst to Bowen; Lampson- Valley View to Springdale; West- Garden Grove to Lampson; Nutwood- Garden Grove to Lampson; Nelson- Garden Grove to Chapman | 10 Years               | 7/1/2023                               | 12/1/2023                                   |
| Arterial Rehabilitation | This project will make repairs to several street segments throughout the City. Repairs include              | Trask- Brookhurst to Benton; Haster- Lampson to Chapman; Garden Grove- Gilbert to Brookhurst; Springdale- Lampson to Chapman; West- Lampson to Chapman; Lampson- Euclid to West;   | 20 Years               | 7/1/2023                               | 12/1/2023                                   |

|                                    |  |   |          |          |            |
|------------------------------------|--|---|----------|----------|------------|
|                                    |  | Lampson- Euclid to 9 <sup>th</sup> ; Lampson- 9 <sup>th</sup> to West; Buaro- Lampson to Harbor |          |          |            |
| Katella – Dale Intersection Paving | The City will work with the City of Stanton to repave the intersection at Katella Avenue and Dale Street | Katella-Dale Intersection   | 20 Years | 7/1/2023 | 10/1/2023  |
| Westminster Ave. Rehab.            | Through a cooperative agreement, the City of Santa Ana will rehabilitate Westminster Ave                 | Newhope-Harbor  | 20 Years | 7/1/2023 | 11/30/2023 |

3. The following previously proposed and adopted projects may also utilize Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

| <b>Project Name</b>              | <b>Description</b>   | <b>Location</b>                                  | <b>Useful Life Max</b> | <b>Construction Project Start Date</b> | <b>Construction Project Completion Date</b> |
|----------------------------------|--|--|------------------------|--|---|
| Chapman Ave. Rehab.              | The project will rehabilitate Chapman Avenue from Springdale Street to Western Avenue. This project includes drought tolerant landscape and irrigation improvements from Wild Goose Street to Emerald Street | Chapman Ave. from Springdale St. to Western Ave. | 20 Years               | 6/1/2022                               | 9/1/2023                                    |
| Lampson Ave. Rehab.              | This project will rehabilitate Lampson Avenue from Valley View St to Springdale St   | Valley View-Springdale;                          | 20 Years               | 6/1/2022                               | 12/1/2023                                   |
| Lampson Ave. Rehab.              | This project will rehabilitate Lampson Avenue from Harbor Blvd to Haster St.   | Harbor - Haster                                  | 20 Years               | 6/1/2022                               | 12/1/2023                                   |
| Acacia Neighborhood Improvements | The Project will include residential streets. Improvements will include reconstructing and widening the pavement   | Bound by Dale St, Stanford Ave, Josephine St,    | 20 Years               | 6/1/2022                               | 2/1/2024                                    |



Resolution No. \_\_\_\_

Page 4

|  |  |                          |  |  |  |
|--|--|--------------------------|--|--|--|
|  | and installation of new<br>curb, gutter and sidewalk | and Garden<br>Grove Blvd |  |  |  |
|--|--|--------------------------|--|--|--|

**PASSED AND ADOPTED** by the City Council of the City of Garden Grove, State of California this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote:

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

|          |  |        |                   |
|----------|--|--------|-------------------|
| To:      | Lisa L. Kim  | From:  | William E. Murray |
| Dept.:   | City Manager   | Dept.: | Public Works      |
| Subject: | Adoption of Resolutions for: Initiating Proceedings for the Levying of Fiscal Year 2023-24 Assessment for the City of Garden Grove Street Lighting District, Street Lighting District No. 99-1, and Park Maintenance District; the Engineer's Report; and Intention for Fixing a Time and Date to Conduct a Public Hearing. <i>(Action Item)</i> |        |                   |
|          |  | Date:  | 6/13/2023         |

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**OBJECTIVE**

To adopt Resolutions initiating proceedings for the levying of FY 2023-24 assessments for (1) the City of Garden Grove Street Lighting District, (2) the City of Garden Grove Street Lighting District No. 99-1, and (3) the City of Garden Grove Park Maintenance District (hereafter collectively referred to as "Districts"), to adopt the Resolution approving the Engineer's Reports for those Districts; and to adopt the Resolutions of Intention for the levying of FY 2023-24 assessments for those Districts.

**BACKGROUND**

Annually, the City of Garden Grove levies assessments against properties within the city to pay for the installation, maintenance, and servicing of public street lighting and park maintenance. In order to continue the lighting of streets and the maintenance of parks at the current service levels, it is necessary to initiate the proceedings of levying annual assessments per the Landscaping and Lighting Act of 1972.

**DISCUSSION**

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

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

| <b>FY2023-24 District Assessments</b> |                           |                                  |                            |
|---------------------------------------|---------------------------|----------------------------------|----------------------------|
| <b>District Name</b>                  | <b>Assessment Revenue</b> | <b>General Fund Contribution</b> | <b>Total District Cost</b> |
| Street Lighting District              | \$1,357,160               | \$575,084                        | \$1,932,244                |
| 99-1 Lighting District                | \$9,879                   | \$1,668                          | \$11,547                   |
| Park Maintenance District             | \$711,097                 | \$2,033,645                      | \$2,744,742                |

The rates for each District for FY 2023-24 are the same rates adopted by the City Council in FY 2022-23. The second step for City Council is to adopt the Resolution approving the attached City Engineer's Report, and the third and final step is the adoption of a Resolution declaring the intention to levy and collect assessments for each District. Per these resolutions, the public hearing date has been set for June 27, 2023 at 6:30 p.m.

#### FINANCIAL IMPACT

The adoption of assessments will raise approximately \$1,358,160 in revenue for the Street Lighting District, \$9,879 for Street Lighting District 99-1, and \$711,097 for the Park Maintenance District.

#### RECOMMENDATION

It is recommended that the City Council:

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

By: Alexa Viramontes, Sr. Administrative Analyst

#### ATTACHMENTS:

| <b>Description</b>    | <b>Upload Date</b> | <b>Type</b> | <b>File Name</b> |
|-----------------------|--------------------|-------------|------------------|
| Resolution Initiating |                    |             |                  |

|  |          |                 |   |
|--|----------|-----------------|---|
| Proceedings - Garden Grove Street Lighting District  | 6/1/2023 | Resolution      | GG_St_Lighting_Initiating_Proceedings.pdf |
| Resolution Initiating Proceedings - Garden Grove Street Lighting District 99-1                                       | 6/1/2023 | Resolution      | Dist_99-1_Initiating_Proceedings.pdf      |
| Resolution Initiating Proceedings - Garden Grove Park Maintenance District   | 6/1/2023 | Resolution      | Park_Initiating_Proceedings.pdf           |
| Resolution for City Engineer's Report for the Levy of Annual Assessment - Garden Grove Street Lighting               | 6/5/2023 | Resolution      | Eng_Report_Approval_Resolution_SLD.pdf    |
| Resolution for City Engineer's Report for the Levy of Annual Assessment - Garden Grove Street Lighting District 99-1 | 6/5/2023 | Resolution      | Eng_Report_Approval_Resolution_99-1.pdf   |
| Resolution for City Engineer's Report for the Levy of Annual Assessment - Garden Grove Parks Maintenance District    | 6/5/2023 | Resolution      | Eng_Report_Approval_Resolution_PMD.pdf    |
| Resolution Intention to Levy and Collect Assessments - Garden Grove Street Lighting District                         | 6/5/2023 | Resolution      | Lighting_ROI_Resolution_PH_6-13-23.pdf    |
| Resolution Intention to Levy and Collect Assessments - Garden Grove Street Lighting District 99-1                    | 6/5/2023 | Resolution      | 99-1_ROI_Resolution_PH_6-13-23.pdf        |
| Resolution Intention to Levy and Collect Assessments - Park Maintenance District                                     | 6/6/2023 | Resolution      | Park_ROI_Resolution_PH_6-13-23_(1).pdf    |
| FY2023-24 Engineer's Report - Street Lighting District   | 6/1/2023 | Backup Material | RPT_-_SLD_FY23-24_05-16-23.pdf            |
| FY2023-24 Engineer's Report - Street Lighting District 99-1  | 6/1/2023 | Backup Material | RPT_-_SLD_99-1_FY23-24_v3.pdf             |
| FY2023-24 Engineer's Report - Park Maintenance District  | 6/1/2023 | Backup Material | RPT_-_PMD_FY23-24_v3.pdf                  |

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 (SECTIONS 22500 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAYS CODE) INITIATING PROCEEDINGS TO LEVY ANNUAL ASSESSMENTS FOR THE 2023-24 FISCAL YEAR FOR THE CITY OF GARDEN GROVE STREET LIGHTING DISTRICT AND ORDERING THE CITY ENGINEER TO PREPARE AND FILE A REPORT IN ACCORDANCE WITH ARTICLE 4 OF CHAPTER 1 OF SAID ACT

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE FINDS:

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

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

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

SECTION 1. The City Council of the City of Garden Grove hereby proposes the levy of an annual assessment for the City of Garden Grove Street Lighting District pursuant to the Landscaping and Lighting Act of 1972 for Fiscal Year 2023- 24.

SECTION 2. The proposed improvements for Fiscal Year 2023-24 are generally described as the installation, maintenance, and servicing of public street lighting facilities including traffic signals, necessary for the proper maintenance and operation of streets and sidewalks throughout the city.

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

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 (SECTIONS 22500 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAYS CODE) INITIATING PROCEEDINGS TO LEVY ANNUAL ASSESSMENTS FOR THE 2023-24 FISCAL YEAR FOR THE CITY OF GARDEN GROVE STREET LIGHTING DISTRICT NO. 99-1 AND ORDERING THE CITY ENGINEER TO PREPARE AND FILE A REPORT IN ACCORDANCE WITH ARTICLE 4 OF CHAPTER 1 OF SAID ACT

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

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

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

SECTION 1. The City Council of the City of Garden Grove proposes the levy of an annual assessment for the City of Garden Grove Street Lighting District No. 99-1 pursuant to the Landscaping and Lighting Act of 1972 for Fiscal Year 2023-24.

SECTION 2. The proposed improvements for Fiscal Year 2023-24 are generally described as the maintenance and servicing of public street lighting within the Assessment District.

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

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 (SECTIONS 22500 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAYS CODE) INITIATING PROCEEDINGS TO LEVY ANNUAL ASSESSMENTS FOR THE 2023-24 FISCAL YEAR FOR THE CITY OF GARDEN GROVE PARK MAINTENANCE DISTRICT AND ORDERING THE CITY ENGINEER TO PREPARE AND FILE A REPORT IN ACCORDANCE WITH ARTICLE 4 OF CHAPTER 1 OF SAID ACT

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

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

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

SECTION 1. The City Council of the City of Garden Grove hereby proposes the levy of an annual assessment for the City of Garden Grove Park Maintenance District pursuant to the Landscaping and Lighting Act of 1972 for Fiscal Year 2023-24.

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

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

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING THE CITY ENGINEER'S REPORT REGARDING THE LEVY OF AN ANNUAL ASSESSMENT WITHIN THE CITY OF GARDEN GROVE STREET LIGHTING DISTRICT FOR FISCAL YEAR 2023-24

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

SECTION 1. The City Council of the City of Garden Grove, pursuant to the Landscaping and Lighting Act of 1972, being Division 15, Part 2 (Sections 22500 et seq.) of the California Streets and Highways Code, did by previous resolutions order the City Engineer to prepare and file reports in accordance with Article 4 of Chapter 1 of the Act in connection with the proposed levy of an annual assessment for the City of Garden Grove Street Lighting District for Fiscal Year 2023-24.

SECTION 2. The City Engineer has prepared and filed with the City Clerk of the City of Garden Grove and the City Clerk has presented to the City Council such City Engineer's report for the City of Garden Grove Street Lighting District for Fiscal Year 2023-24.

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



GARDEN GROVE CITY COUNCIL

RESOLUTION NO. \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING THE CITY ENGINEER'S REPORT REGARDING THE LEVY OF AN ANNUAL ASSESSMENT WITHIN THE CITY OF GARDEN GROVE STREET LIGHTING DISTRICT NO. 99-1 FOR FISCAL YEAR 2023-24

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

SECTION 1. The City Council of the City of Garden Grove, pursuant to the Landscaping and Lighting Act of 1972, being Division 15, Part 2 (Sections 22500 et seq.) of the California Streets and Highways Code, did by previous resolutions order the City Engineer to prepare and file reports in accordance with Article 4 of Chapter 1 of the Act in connection with the proposed levy of an annual assessment for the City of Garden Grove Street Lighting District No. 99-1 for Fiscal Year 2023-24.

SECTION 2. The City Engineer has prepared and filed with the City Clerk of the City of Garden Grove and the City Clerk has presented to the City Council such City Engineer's report for the City of Garden Grove Street Lighting District No. 99-1 for Fiscal Year 2023-24.

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

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING THE CITY ENGINEER'S REPORT REGARDING THE LEVY OF AN ANNUAL ASSESSMENT WITHIN THE CITY OF GARDEN GROVE PARK MAINTENANCE DISTRICT FOR FISCAL YEAR 2023-24

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

SECTION 1. The City Council of the City of Garden Grove, pursuant to the Landscaping and Lighting Act of 1972, being Division 15, Part 2 (Sections 22500 et seq.) of the California Streets and Highways Code, did by previous resolutions order the City Engineer to prepare and file reports in accordance with Article 4 of Chapter 1 of the Act in connection with the proposed levy of an annual assessment for the City of Garden Grove Park Maintenance District for Fiscal Year 2023-24.

SECTION 2. The City Engineer has prepared and filed with the City Clerk of the City of Garden Grove and the City Clerk has presented to the City Council such City Engineer's report for the City of Garden Grove Park Maintenance District for Fiscal Year 2023-24.

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

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 (SECTIONS 22500 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAYS CODE) DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN THE CITY OF GARDEN GROVE STREET LIGHTING DISTRICT FOR FISCAL YEAR 2023-24 AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING ON THE LEVY OF THE PROPOSED ASSESSMENTS

The City Council of the City of Garden Grove adopted Resolution \_\_\_\_, initiating proceedings to levy annual assessments for Fiscal Year 2023-24 within the City of Garden Grove Street Lighting District describing the proposed improvements and ordering the City Engineer to prepare and file a report, pursuant to the provisions of the Landscaping and Lighting Act of 1972, i.e., Division 15, Part 2 (commencing with Section 22500) of the California Streets and Highways Code (herein "Act").

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

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

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

SECTION 1. The City Council hereby finds and declares that the public interest and necessity require the installation, maintenance, and servicing of public lighting facilities in the streets of the city as hereinafter described, and the City Council hereby declares its intention to levy and collect assessments for Fiscal Year 2023-24 covering the real property benefited by the improvements, pursuant to the Act.

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

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

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

SECTION 5. An assessment will be levied pursuant to the Act upon all property in the City of Garden Grove Street Lighting District for Fiscal Year 2023-24, subject to assessment under the Act, as described in the City Engineer's report. No assessment shall be imposed upon a federal or state governmental agency or another local agency. The rates of the assessment to be levied for Fiscal Year 2023-24 are not proposed to increase from the rate levied in Fiscal Year 2022-23.

SECTION 6. Notice is hereby given that June 27, 2023 at 6:30 p.m. (or as soon thereafter as the City Council may hear same), in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California, is hereby fixed as the time and place for a Public Hearing on the question of the levy of the proposed assessments. Any interested person may file a written protest with the City Clerk, stating all grounds of objection. Protests by property owners must contain a description of the property in which each signer thereof is interested, sufficient to identify the same, and must be delivered to the City Clerk prior to the conclusion of the hearing. In addition, all interested persons shall be afforded the opportunity to hear and be heard at the Public Hearing. The City Council shall consider all oral statements and all written protests or communications made or filed by any interested person.

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

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 (SECTIONS 22500 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAYS CODE) DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN THE CITY OF GARDEN GROVE STREET LIGHTING DISTRICT NO. 99-1 FOR FISCAL YEAR 2023-24 AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING ON THE LEVY OF THE PROPOSED ASSESSMENTS

The City Council of the City of Garden Grove adopted Resolution No. \_\_\_\_, initiating proceedings to levy annual assessments for Fiscal Year 2023-24 within the City of Garden Grove Street Lighting District No. 99-1 describing the proposed improvements and ordering the City Engineer to prepare and file a report, pursuant to the provisions of the Landscaping and Lighting Act of 1972, i.e., Division 15, Part 2 (commencing with Section 22500) of the California Streets and Highways Code (herein "Act").

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

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

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

SECTION 1. The City Council hereby finds and declares that the public interest and necessity require the maintenance and servicing of public lighting facilities as hereinafter described, and the City Council hereby declares its intention to levy and collect assessments for Fiscal Year 2023-24 covering the real property benefited by the improvements, pursuant to the Act.

SECTION 2. The proposed improvements for Fiscal Year 2023-24 are generally described as the maintenance and servicing of public street lighting within the Assessment District.

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

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

SECTION 5. An assessment will be levied pursuant to the Act upon all property in the City of Garden Grove Street Lighting District No. 99-1 for Fiscal Year 2023-24, subject to assessment under the Act, as described in the City Engineer's report. Parcels within the District that are owned or used by any county, city, city and county, special district or any other local or regional governmental agency, the State of California, or the United States shall be assessed unless the City demonstrates by clear and

convincing evidence that such lots or parcels receive no special benefit from the proposed improvements. The rates of the assessment to be levied for Fiscal Year 2023-24 are not proposed to increase from the rates levied in Fiscal Year 2022-23.

SECTION 6. Notice is hereby given that June 27, 2023, at 6:30 p.m. (or as soon thereafter as the City Council may hear same), in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California, is hereby fixed as the time and place for a Public Hearing on the question of the levy of the proposed assessments. Any interested person may file a written protest with the City Clerk, stating all grounds of objection. Protests by property owners must contain a description of the property, in which each signer thereof is interested, sufficient to identify the same, and must be delivered to the City Clerk of the City prior to the conclusion of the Public Hearing. In addition, all interested persons shall be afforded the opportunity to hear and be heard at the Public Hearing. The City Council shall consider all oral statements and all written protests or communications made or filed by any interested person.

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

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. \_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 (SECTIONS 22500 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAYS CODE) DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN THE CITY OF GARDEN GROVE PARK MAINTENANCE DISTRICT FOR FISCAL YEAR 2023-24 AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING ON THE LEVY OF THE PROPOSED ASSESSMENTS

The City Council of the City of Garden Grove adopted Resolution No. \_\_\_\_, initiating proceedings to levy annual assessments for Fiscal Year 2023-24 within the City of Garden Grove Park Maintenance District, describing the proposed improvements and ordering the City Engineer to prepare and file a report pursuant to the provisions of the Landscaping and Lighting Act of 1972, i.e., Division 15, Part 2 (commencing with Section 22500) of the California Streets and Highways Code (herein "Act").

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

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

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

SECTION 1. The City Council hereby finds and declares that the public interest and necessity require the maintenance of public parks in the city, and the City Council hereby declares its intention to levy and collect assessments for Fiscal Year 2023-24 covering the real property specially benefited by the park maintenance, pursuant to the Act.

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

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

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

SECTION 5. An assessment will be levied pursuant to the Act upon all property in the City of Garden Grove Park Maintenance District for Fiscal Year 2023-24, subject to assessment under the Act, as described in the City Engineer's report. Parcels within the District that are owned or used by any county, city, city and county, special district or any other local or regional governmental agency, the State of California, or the United States shall be assessed unless the City demonstrates by clear and convincing evidence that such lots or parcels receive no special benefit from the proposed improvements. The rates

of the assessment to be levied for Fiscal Year 2023-24 are not proposed to increase from the rates levied in Fiscal Year 2022-23.

SECTION 6. Notice is hereby given that June 27, 2023 at 6:30 p.m. (or as soon thereafter as the City Council may hear same), in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California, is hereby fixed as the time and place for a Public Hearing on the question of the levy of the proposed assessments. Any interested person may file a written protest with the City Clerk stating all grounds of objection. Protests by property owners must contain a description of the property, in which each signer thereof is interested, sufficient to identify the same, and must be delivered to the City Clerk of the City prior to the conclusion of the hearing. In addition, all interested persons shall be afforded the opportunity to hear and be heard at the hearing. The City Council shall consider all oral statements and all written protests or communications made or filed by any interested person.

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





**GARDEN GROVE**

## **CITY OF GARDEN GROVE**

**ENGINEER'S REPORT**

**STREET LIGHTING DISTRICT**

**FISCAL YEAR 2023-24**

**ORANGE COUNTY, CALIFORNIA**

**May 16, 2023**

*PREPARED BY*



**Harris & Associates**

*101 Progress, Suite 250*

*Irvine, CA 92618*

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## ENGINEER'S CERTIFICATION

**AGENCY:** THE CITY OF GARDEN GROVE

**PROJECT:** STREET LIGHTING DISTRICT

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

### **ENGINEER'S REPORT FOR FISCAL YEAR 2023-24**

The preparation of this Annual Engineer's Report ("Report") is in conformance with the obligation of the City Council for the annual levy of assessments within the Street Lighting District of the City of Garden Grove to provide lighting services upon each lot or parcel of land in the district in proportion to the estimated benefit to be received by each such lot or parcel of land for Fiscal Year 2023-24. Services will be provided through June 30, 2024.

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

### **STREET LIGHTING DISTRICT**

(Hereinafter referred to as the "District"),

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

#### **PART I**

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

#### **PART II**

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

### PART III

**Cost Estimate:** An estimate of the costs of the maintenance and/or servicing of the existing and ultimate improvements for Fiscal Year 2023-24, including incidental costs and expenses in connection therewith.

### PART IV

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

### Appendices

Appendix A – Assessment Diagram

Appendix B – Assessment Roll

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

DATED: May 16, 2023



**Harris & Associates**



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



## **PART I – OVERVIEW**

This Report as filed complies with the Landscaping and Lighting Act of 1972 ("Act"). Also part of this report, but not bound herein, is the assessment roll on file with the City Clerk which indicates each property's assessment for Fiscal Year 2023-24.

Following the passage of Proposition 218 in 1996 which added Article XIID to the State Constitution, the City has continued to levy assessments within the District at the current rate since Proposition 218 allowed certain exemptions for existing assessments as set forth in Article XIID, Section 5(a). The City has to make a contribution to the District annually because revenues from the assessment are less than the cost for the services provided by the District. For Fiscal Year 2023-24, the City will be required to contribute \$375,882 to balance the budget. Any increase in the assessment, including the addition of a CPI escalator, will require that a ballot be mailed to each property owner subject to the assessment, and that a majority of property owners (weighted by assessment amount) returning their ballot must approve of the increase in the assessment. In addition, any other changes needed to comply with the requirements of Proposition 218 would have to be made at that time.

The proposed lighting maintenance assessment revenue for Fiscal Year 2023-24, as described in this Report, is approximately \$1,368,173. The typical homeowner's assessment will be \$28.71, which is the same as that assessed for lighting prior to the passage of Proposition 218 and last year. The estimated fund balance at the end of Fiscal Year 2023-24 is expected to be zero.



## Current Financial Summary

|  | Adopted<br>Fiscal Year<br>2022-23 | Proposed<br>Fiscal Year<br>2023-24 |
|--|-----------------------------------|------------------------------------|
| <b>REVENUE</b>                                     |                                   |                                    |
| Uncommitted Fund Balance (as of July 1)            | \$0                               | \$0                                |
| Estimated Assessment Revenue                       | \$1,346,099                       | \$1,357,160                        |
| General Fund Contribution                          | <u>\$503,233</u>                  | <u>\$575,084</u>                   |
| <i>Subtotal Est. Revenue</i>                       | <i>\$1,849,332</i>                | <i>\$1,932,244</i>                 |
| <b>EXPENSES</b>                                    |                                   |                                    |
| Estimated Operating Expenses                       | \$1,849,332                       | \$1,932,244                        |
| Capital Improvements                               | <u>\$0</u>                        | <u>\$0</u>                         |
| <i>Subtotal Est. Expenses</i>                      | <i>\$1,849,332</i>                | <i>\$1,932,244</i>                 |
| Estimated Uncommitted Fund Balance (as of June 30) | <b>\$0</b>                        | <b>\$0</b>                         |



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

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

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

The Diagram shows the existing District boundaries and includes all of the areas of the District with existing street lights. The lamp location list is a tabulated listing of every street in the District by street in alphabetical order. Included in the items listed for each lamp is the exact location by street address, number and lamp size. Lamps are not placed in specific zones, unless they clearly only benefit certain parcels (e.g., Main Street lights, which are funded through the Downtown Assessment District).

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

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

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



## PART III – COST ESTIMATE

The City's budget for the installation, operation, maintenance and servicing of lighting details the estimated costs for Fiscal Year 2023-24 as available at the time of preparation of this report, and includes engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with the District proceedings.

|  | Estimated<br>Costs | Allocated<br>Engineering &<br>Incidentals | Contributions<br>from Other<br>Funds | Total to<br>Assessment |
|--|--------------------|---|--------------------------------------|------------------------|
| <b>Local Lighting Cost</b><br>(from Street Lighting Cost Table)                    | \$969,040          |   |                                      |                        |
| <b>Total Local Lighting Cost</b>   | <b>\$969,040</b>   | \$291,986                                 | (\$521,214)                          | \$739,812              |
| <b>Alley Lighting Costs</b><br>(from Street Lighting Cost Table)                   | \$2,291.04         |   |                                      |                        |
| <b>Total Alley Lighting Cost</b>   | <b>\$2,291</b>     | \$690                                     | (\$1,497)                            | \$1,484                |
| <b>Arterial Lighting Cost to All Assessable Properties:</b>                        |                    |   |                                      |                        |
| Arterial Lighting Cost   | \$265,392          |   |                                      |                        |
| Signal Maintenance   | \$243,117          |   |                                      |                        |
| Freeway Underpass Lighting (LS3 Sched. incl. in Arterial Lights above)             | \$5,000            |   |                                      |                        |
| <b>Total Arterial Lighting Cost</b>  | <b>\$513,509</b>   | \$154,728                                 | (\$52,373)                           | \$615,864              |
| <b>Total Lighting Costs</b>  | <b>\$1,484,840</b> | <b>\$447,404</b>                          | <b>(\$575,084)</b>                   | <b>\$1,357,160</b>     |
| <b>Engineering and Incidentals</b>   |                    |   |                                      |                        |
| 2181021000 Management - Regular Salaries   | \$28,966           |   |                                      |                        |
| 2185101000 Public Works General Administration Regular Salaries                    | \$45,897           |   |                                      |                        |
| 2185241465 Street Lighting Regular Salaries  | \$236,543          |   |                                      |                        |
| 2185241465 Overtime  | \$1,763            |   |                                      |                        |
| 2185241465 Commodities   | \$2,540            |   |                                      |                        |
| 2185241465 Insurance / Liability   | \$41,095           |   |                                      |                        |
| 2185241465 Facilities Maint., Finance Mgmt., Operational and General Admin Support | \$63,300           |   |                                      |                        |
| 2185241465 Contractual Services  | \$27,300           |   |                                      |                        |
| <b>Total Engineering and Incidentals</b>   | <b>\$447,404</b>   |   |                                      |                        |
| <b>Starting Fund Balance (Fund Balance as of July 1, 2023)</b>                     | <b>\$0</b>         |   |                                      |                        |
| <b>General Fund Contribution to balance budget</b>                                 | <b>(\$575,084)</b> |   |                                      |                        |
| <b>Total Contributions from Other Funds</b>  | <b>(\$575,084)</b> |   |                                      |                        |
| <b>Estimated Reserve (Fund Balance as of June 30, 2024)</b>                        | <b>\$0</b>         |   |                                      |                        |
| <b>Total Estimated 2023-24 Assessment</b>  | <b>\$1,357,160</b> |   |                                      |                        |

Note: Amounts above are rounded to whole number sand may be off slightly due to rounding.

The 1972 Act requires that a special fund be set-up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the





District by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

The detail of the estimated cost of operating, maintaining and servicing local and arterial street lighting including alleys and safety lights within the District for Fiscal Year 2023-24 is set forth below:

| <b>STREET LIGHTING - EDISON OWNED</b>          |                  |               |   |                    |               |                                     |
|--|------------------|---------------|---|--------------------|---------------|-------------------------------------|
| <b>Local Lighting:</b>                         |                  |               |   |                    |               |                                     |
| <u>Watts</u>                                   | <u>Lamp Size</u> | <u>Number</u> |   |                    | <u>Cost</u>   |                                     |
| 22   | 3,000 L          | 6             | @ | \$ 12.76 x 12 mos. | \$ 918.72     |                                     |
| 31   | 4,000 L          | 4,256         | @ | 13.50 x 12 mos.    | 689,472.00    |                                     |
| 39   | 5,000 L          | 1,661         | @ | 13.98 x 12 mos.    | 278,649.36    |                                     |
|  |                  | 5,923         |   |                    | \$ 969,040.08 | \$ 969,040.08                       |
| <b>Alley Lighting:</b>                         |                  |               |   |                    |               |                                     |
| <u>Watts</u>                                   | <u>Lamp Size</u> | <u>Number</u> |   |                    | <u>Cost</u>   |                                     |
| 31   | 4,000 L          | 10            | @ | \$ 13.50 x 12 mos. | \$ 1,620.00   |                                     |
| 39   | 5,000 L          | 4             | @ | 13.98 x 12 mos.    | 671.04        |                                     |
|  |                  | 14            |   |                    | \$ 2,291.04   | \$ 2,291.04                         |
| <b>Arterial Lighting:</b>                      |                  |               |   |                    |               |                                     |
| <u>Watts</u>                                   | <u>Lamp Size</u> | <u>Number</u> |   |                    | <u>Cost</u>   |                                     |
| 71   | 8,500 L          | 19            | @ | \$ 12.09 x 12 mos. | \$ 2,756.52   |                                     |
| 82   | 10,000 L         | 1,212         | @ | 12.73 x 12 mos.    | 185,145.12    |                                     |
| 136  | 15,000 L         | 51            | @ | 13.35 x 12 mos.    | 8,170.20      |                                     |
|  |                  | 1,282         |   |                    | \$ 196,071.84 | \$ 196,071.84                       |
| <b>STREET LIGHTING - CITY OWNED (Arterial)</b> |                  |               |   |                    |               |                                     |
| <u>Watts</u>                                   | <u>Lamp Size</u> | <u>Number</u> |   |                    | <u>Cost</u>   |                                     |
| 39   | 9,500 L          | 6             | @ | \$ 2.57 x 12 mos.  | \$ 185.04     |                                     |
| 71   | 16,000 L         | 55            | @ | 4.99 x 12 mos.     | 3,293.40      |                                     |
| 138  | 27,500 L         | 580           | @ | 9.46 x 12 mos.     | 65,841.60     |                                     |
|  |                  | 641           |   |                    | \$ 69,320.04  | \$ 69,320.04                        |
| <b>TOTAL</b>                                   |                  |               |   |                    |               | <b>\$ 1,236,723.00 <sup>1</sup></b> |

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



## **PART IV - METHOD OF APPORTIONMENT**

### **General**

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

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

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

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

### **Exemption from Articles XIIC and XIID**

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

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

The street lighting assessment existed in Fiscal Year 1996-97 and funded improvements that are classified as street improvements. Street improvement as defined herein is based on the definitions provided by the Office of the Controller for the State of California in the Guidelines Relating to Gas Tax Expenditures



published by the Division of Local Government Fiscal Affairs. The state's gas tax program is administered in city agencies, but audited by the Office of the State Controller. The proceeds of the gas tax are statutorily limited to expenditures for streets and roads. Because the funds are restricted to street and road costs, the State Controller has developed "Street Purpose Definitions and Guidelines" based on the Manual of Uniform Highway Accounting and Financial Management Procedures developed by the American Association of State Highway Officials. Street improvement, as it relates to this District, is defined as the construction, operation, or maintenance of facilities within the right-of-way used for street or road purposes including but not limited to the following:

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

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

## **Special Benefit Analysis**

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

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

## **Methodology**

### **Local Lighting Assessment**

The special benefit from operation, maintenance and servicing of local street lighting within the District only accrues to those parcels within the District located in areas where such lighting is provided. Therefore, parcels without local street lighting are not assessed for the cost of providing such lighting.



Generally, a parcel is determined to have local lighting provided if a street light is within approximately 90 feet of the parcel.

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

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

### **Safety to People**

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

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

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

Nonprofit properties benefit from local street lighting through the reduction in criminal acts to members or visitors on property grounds as well as traffic safety to people traveling to and from the property. However, on an ongoing basis, nonprofit properties generally have an inconsistent number of people



using the facilities on a day-to-day basis. Unlike an office, warehouse, or retail establishment, a typical nonprofit facility will have one or two days of intense use and more days of less intensive use where a small staff takes care of necessary duties. Therefore, the nonprofit parcels should be assessed at a lower level than other Nonresidential properties, with a minimum assessment equal to a single family residence.

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

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

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

### **Safety to Property**

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

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



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

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

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

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



**TABLE 3 - LOCAL LIGHTING BENEFIT FACTORS**

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

\*Minimum assessment is equal to a single family residence

\*\* Total AU's shown are assuming there is only 1 unit on the parcel



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

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

| Land Use Description        | Parcels       | Dwellings     | Square Ft         | Total AU's        |
|-----------------------------|---------------|---------------|-------------------|-------------------|
| Single Family Residential   | 22,037        | 22,039        | 0                 | 22,039.000        |
| Condominium                 | 5,925         | 5,966         | 0                 | 4,713.140         |
| Multiple Family Residential | 1,064         | 13,083        | 0                 | 7,074.925         |
| Mobile Home                 | 12            | 1,197         | 0                 | 273.600           |
| Nonresidential *            | 1,509         | 0             | 68,380,704        | 7,123.908         |
| Nonprofit *                 | 126           | 0             | 8,121,231         | 430.404           |
| Vacant                      | 60            | 0             | 902,659           | 48.071            |
| <b>Totals</b>               | <b>30,733</b> | <b>42,285</b> | <b>77,404,594</b> | <b>41,703.048</b> |

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

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

$$\$739,812 / 41,703.048 \text{ AU's} = \$17.74 / \text{AU}$$

### **Arterial Lighting**

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

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

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





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

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

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

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

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

**TABLE 5 - ARTERIAL LIGHTING BENEFIT**

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

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



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

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

| Land Use Description            | Parcels       | Dwellings     | Square Ft         | Total AU's        |
|---------------------------------|---------------|---------------|-------------------|-------------------|
| Single Family Residential (SFR) | 26,314        | 26,317        |                   | 26,317.000        |
| Condominium                     | 5,926         | 5,971         |                   | 5,075.350         |
| Multiple Family Residential     | 1,148         | 13,848        |                   | 13,155.600        |
| Mobile Home                     | 14            | 1,559         |                   | 623.600           |
| Nonresidential *                | 1,543         |               | 74,213,890        | 10,369.086        |
| Nonprofit *                     | 127           |               | 8,119,392         | 580.356           |
| Vacant                          | 79            |               | 1,035,917         | 19.750            |
| <b>Totals</b>                   | <b>35,151</b> | <b>47,695</b> | <b>83,369,199</b> | <b>56,140.742</b> |

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

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

$$\$615,864 / 56,140.742 \text{ AU's} = \$10.97 / \text{AU}$$

### **Alley Lighting**

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

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

### **Engineering and Incidental Expenses**

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

### **Total Assessment**

The total assessment for each parcel is the sum of its assessments for local lighting, alley lighting, arterial lighting, engineering and incidentals, and, if appropriate, its assessment for Downtown Assessment District Lighting improvements. The Downtown Assessment District is a separate district and details regarding those assessments can be found in its Engineer's Report on file in the Office of the City Clerk.

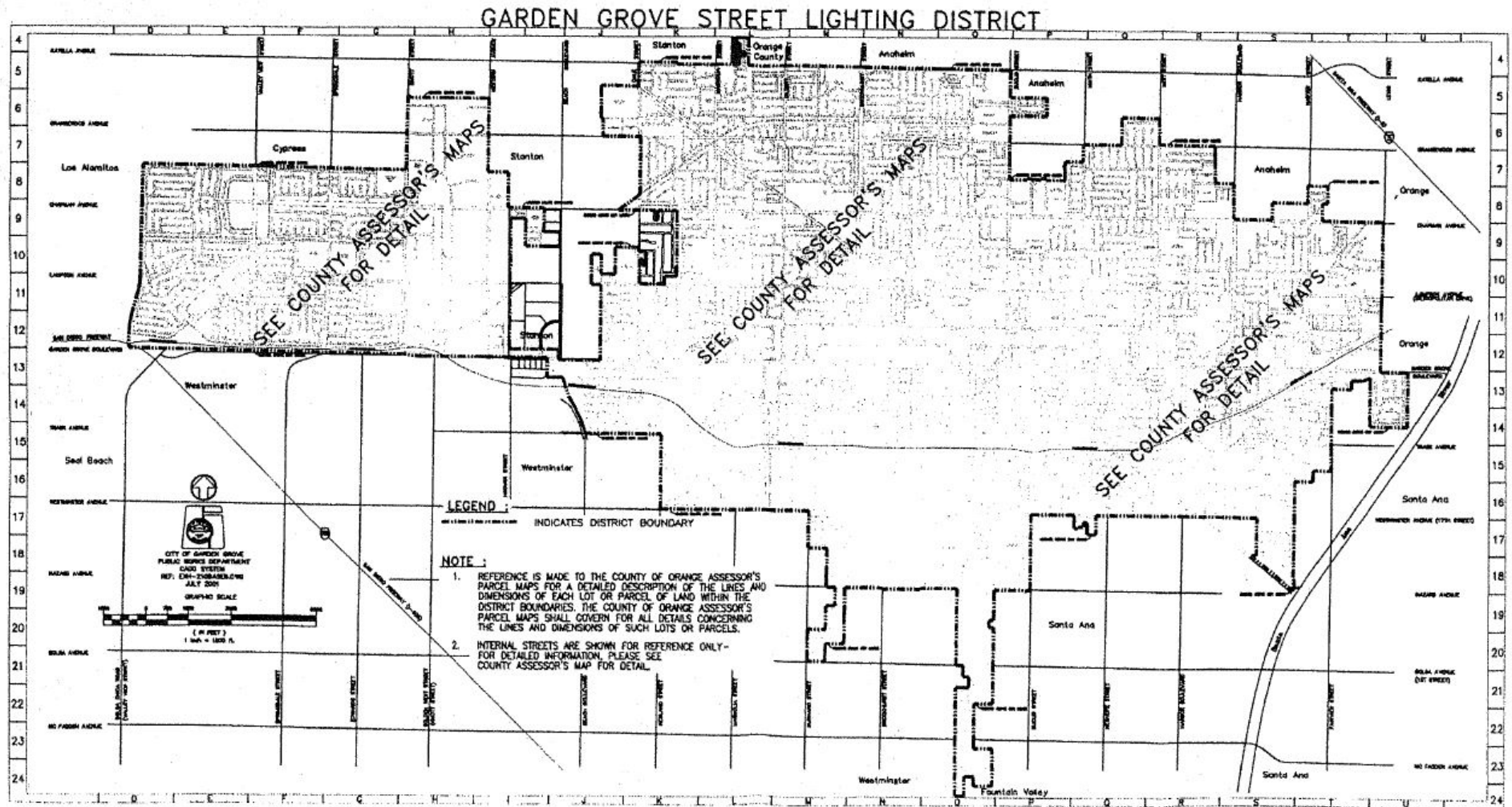


## **APPENDIX A – ASSESSMENT DIAGRAM**

A diagram showing the exterior boundaries of the District and the area assessed for Downtown Assessment District Lighting (nonresidential properties on Main Street between Acacia Parkway and Garden Grove Boulevard previously titled “Main Street Assessment District No. 1”) is on file in the Office of the City Clerk and incorporated herein by reference.

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

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





## **APPENDIX B – ASSESSMENT ROLL**

The total proposed assessment for Fiscal Year 2023-24 and the amount of the total proposed assessment apportioned to each lot or parcel within the District, as shown on the latest assessment roll at the Orange County Assessor's Office, are contained in the Assessment Roll on file in the Office of the City Clerk of the City of Garden Grove, which is incorporated herein by reference.

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



**GARDEN GROVE**

## **CITY OF GARDEN GROVE**

**ENGINEER'S REPORT**

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

**FISCAL YEAR 2023-24**

**ORANGE COUNTY, CALIFORNIA**

**May 9, 2023**

*PREPARED BY*



**Harris & Associates**

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*Irvine, CA 92618*

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## ENGINEER'S CERTIFICATION

**AGENCY:** THE CITY OF GARDEN GROVE

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

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

### **ENGINEER'S REPORT FOR FISCAL YEAR 2023-24**

The preparation of this Annual Engineer's Report ("Report") is in conformance with the obligation of the City Council for the annual levy of assessments within the Street Lighting District No. 99-1 of the City of Garden Grove to provide lighting services upon each lot or parcel of land in the district in proportion to the estimated benefit to be received by each such lot or parcel of land for Fiscal Year 2023-24. Services will be provided through June 30, 2024.

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

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

(Hereinafter referred to as the "District"),

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

#### **PART I**

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

#### **PART II**

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



### PART III

**Cost Estimate:** An estimate of the costs of the maintenance and/or servicing of the existing and ultimate improvements for Fiscal Year 2023-24, including incidental costs and expenses in connection therewith.

### PART IV

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

### Appendices

Appendix A – Assessment Diagram

Appendix B – Assessment Roll

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

DATED: May 9, 2023



**Harris & Associates**



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



## **PART I – OVERVIEW**

This Report is prepared pursuant to the City Council action taken at their regular meeting ordering a Report for the Street Lighting District No. 99-1 and the levy of assessments for the Fiscal Year commencing July 1, 2023 and ending June 30, 2024. This Report is prepared in compliance with the requirements of Proposition 218 as stated in Articles XIIC and XIID of the California Constitution (hereinafter referred to as “Articles”), and the Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code (hereinafter referred to as “Act”).

### **Background**

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

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

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



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

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

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

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

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

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

## PART III – COST ESTIMATE

The City's budget for the installation, operation, maintenance and servicing of lighting details the estimated costs for Fiscal Year 2023-24 as available at the time of preparation of this Report, and includes engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with the District proceedings.

| Lighting Cost                                 |               |                     | Zone 1             | Zone 2          | Total              |
|---|---------------|---------------------|--------------------|-----------------|--------------------|
| <b>Lamp Size</b>                              | <b>Number</b> |                     |                    |                 |                    |
| 4,000 lumen LED bulbs                         | 43            | @ \$135.12 per year | \$5,693.96         | \$116.20        | \$5,810.16         |
| Engineering & Incidentals                     | (1)           |                     | \$859.91           | \$17.55         | \$877.46           |
| <b>Cost Local Lighting</b>                    |               |                     | <b>\$6,553.87</b>  | <b>\$133.75</b> | <b>\$6,687.62</b>  |
| Arterial Lighting Cost                        | (2)           |                     | \$3,789.28         | \$0.00          | \$3,789.28         |
| Less: City Contribution                       | (3)           |                     | (\$1,250.46)       | \$0.00          | (\$1,250.46)       |
| Engineering & Incidentals                     | (1)           |                     | \$693.00           | \$0.00          | \$693.00           |
| <b>Cost Arterial Lighting</b>                 |               |                     | <b>\$3,231.82</b>  | <b>\$0.00</b>   | <b>\$3,231.82</b>  |
| Total Lighting Cost                           |               |                     | \$9,785.69         | \$133.75        | \$9,919.44         |
| District Engineering                          | (4)           |                     | \$1,606.18         | \$21.95         | \$1,628.13         |
| <b>Total 2023-24 District Expense Budget*</b> |               |                     | <b>\$11,391.87</b> | <b>\$155.70</b> | <b>\$11,547.57</b> |
| General Fund Contribution                     | (5)           |                     | (\$1,619.17)       | (\$49.26)       | (\$1,668.43)       |
| <b>Estimated Assessment Revenue</b>           |               |                     |                    |                 |                    |
| Local Assessment                              |               |                     | \$5,967.20         | \$106.44        | \$6,073.64         |
| Arterial Assessment                           |               |                     | \$3,805.49         | \$0.00          | \$3,805.49         |
| <b>Total Estimated 2023-24 Assessment</b>     |               |                     | <b>\$9,772.70</b>  | <b>\$106.44</b> | <b>\$9,879.14</b>  |
| Cost per assessed parcel                      |               |                     |                    |                 |                    |
|   |               | SINGLE FAMILY       | \$28.71            | \$17.74         |                    |
|   |               | CONDOS/TOWNHOMES    | \$23.33            |                 |                    |
|   |               | MULTI-FAMILY        | Varies             |                 |                    |
|   |               | VACANT              | Varies             |                 |                    |

(1) Engineering and Incidentals include, but are not limited to, City Engineering department maintenance.

(2) Gail Lane property owners pay for arterial lighting through the Citywide SLD.

(3) City contribution represents 33% of arterial lighting cost relating to general benefit.

(4) District engineering includes the cost of compliance with Proposition 218.

(5) General Fund contribution required to offset shortfall due to fixed assessment rates.

\* Fund Balance included in the Citywide District



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

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



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

### **General**

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

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

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

### **Zones of Benefit**

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

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

#### **Zone 1**

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



## **Zone 2**

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

## **Boundaries of the District**

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

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

## **Methodology**

### **General Benefit**

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

### **Special Benefit**

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



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

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

### **Local Lighting Apportionment**

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

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

|                          |   |                            |   |                      |   |             |
|--------------------------|---|----------------------------|---|----------------------|---|-------------|
| Safety to People Benefit | + | Safety to Property Benefit | + | Availability Benefit | = | SFR Benefit |
| 1/2 AU                   |   | 1/4 AU                     |   | 1/4 AU               |   | 1 AU        |

### **Safety to People**

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



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

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

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

### **Safety to Property**

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

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

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

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

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

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



**TABLE 3 - LOCAL LIGHTING BENEFIT FACTORS**

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

\* Total AU's shown are assuming there is only 1 unit on the parcel

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

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

| Land Use Description        | Parcels    | Dwellings  | Square Ft | Zone 1 AU's   | Zone 2 AU's | Total AU's     |
|-----------------------------|------------|------------|-----------|---------------|-------------|----------------|
| Single Family Residential   | 284        | 284        |           | 278.00        | 6.00        | 284.000        |
| Condominium                 | 52         | 52         |           | 41.08         | 0.00        | 41.080         |
| Multiple Family Residential | 13         | 26         |           | 17.29         | 0.00        | 17.290         |
| Vacant                      | 0          |            | 0         | 0.00          | 0.00        | 0.000          |
| <b>Totals</b>               | <b>349</b> | <b>362</b> | <b>0</b>  | <b>336.37</b> | <b>6.00</b> | <b>342.370</b> |

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

$$\$6,073.64 \quad / \quad 342.370 \text{ AU's} \quad = \quad \$17.74 \text{ / AU}$$

### **Arterial Lighting Apportionment**

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

Vacant properties, which have no people residing on the property, also benefit from arterial lighting because of the convenience associated with emergency vehicle access and other traffic that must use the arterial streets to service the vacant properties in the District. Therefore, Vacant parcels are assigned a

per parcel benefit point. Vacant parcels are assigned 0.25 benefit points per parcel, based on the core benefit attributable to every assessable parcel in the District from Arterial Lighting.

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

**TABLE 5 - ARTERIAL LIGHTING BENEFIT**

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

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

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

| Land Use Description        | Parcels    | Dwellings  | Square Ft | Zone 1 AU's    | Zone 2 AU's  | Total AU's     |
|-----------------------------|------------|------------|-----------|----------------|--------------|----------------|
| Single Family Residential   | 278        | 278        |           | 278.000        | 0.000        | 278.000        |
| Condominium                 | 52         | 52         |           | 44.200         | 0.000        | 44.200         |
| Multiple Family Residential | 13         | 26         |           | 24.700         | 0.000        | 24.700         |
| Vacant                      | 0          |            | 0         | 0.000          | 0.000        | 0.000          |
| <b>Totals</b>               | <b>343</b> | <b>356</b> | <b>0</b>  | <b>346.900</b> | <b>0.000</b> | <b>346.900</b> |

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

$$\$3,805.49 / 346.900 \text{ AU's} = \$10.97 / \text{AU}$$

### **District Engineering Costs**

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

### **Total Assessment**

The total assessment for each parcel is the sum of its assessment for local and arterial lighting. Table 7 summarizes the Fiscal Year 2023-24 assessment rates for the various land uses in Zones 1 and 2.



**TABLE 7 - SUMMARY OF ASSESSMENT RATES**

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

<sup>1</sup> Multi-Family Residential rate shown is for Multiple Family Residential parcels up to 20 units

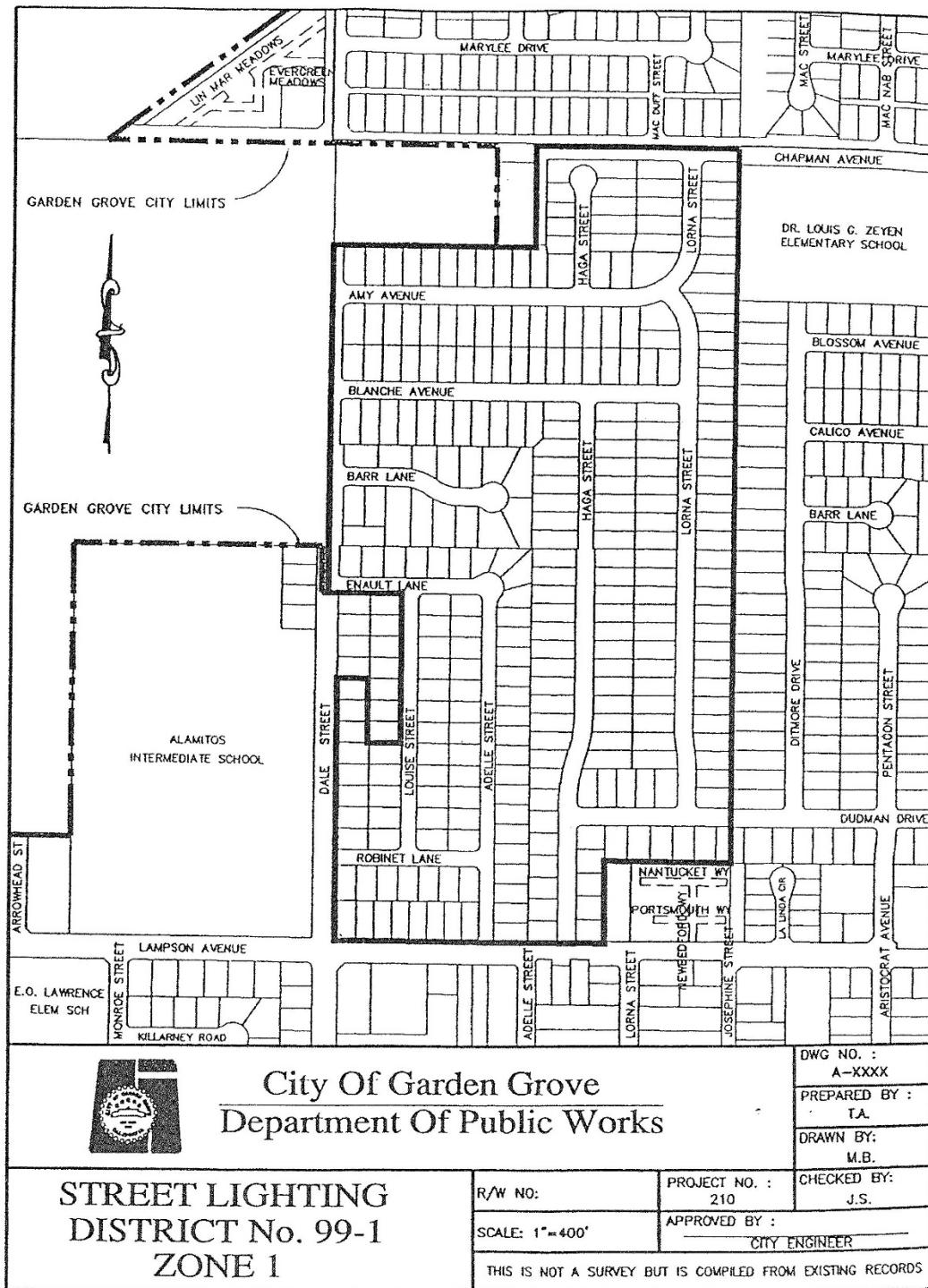
<sup>2</sup> Vacant rate shown is for a Vacant parcel sized between 7,200 to 144,000 SF

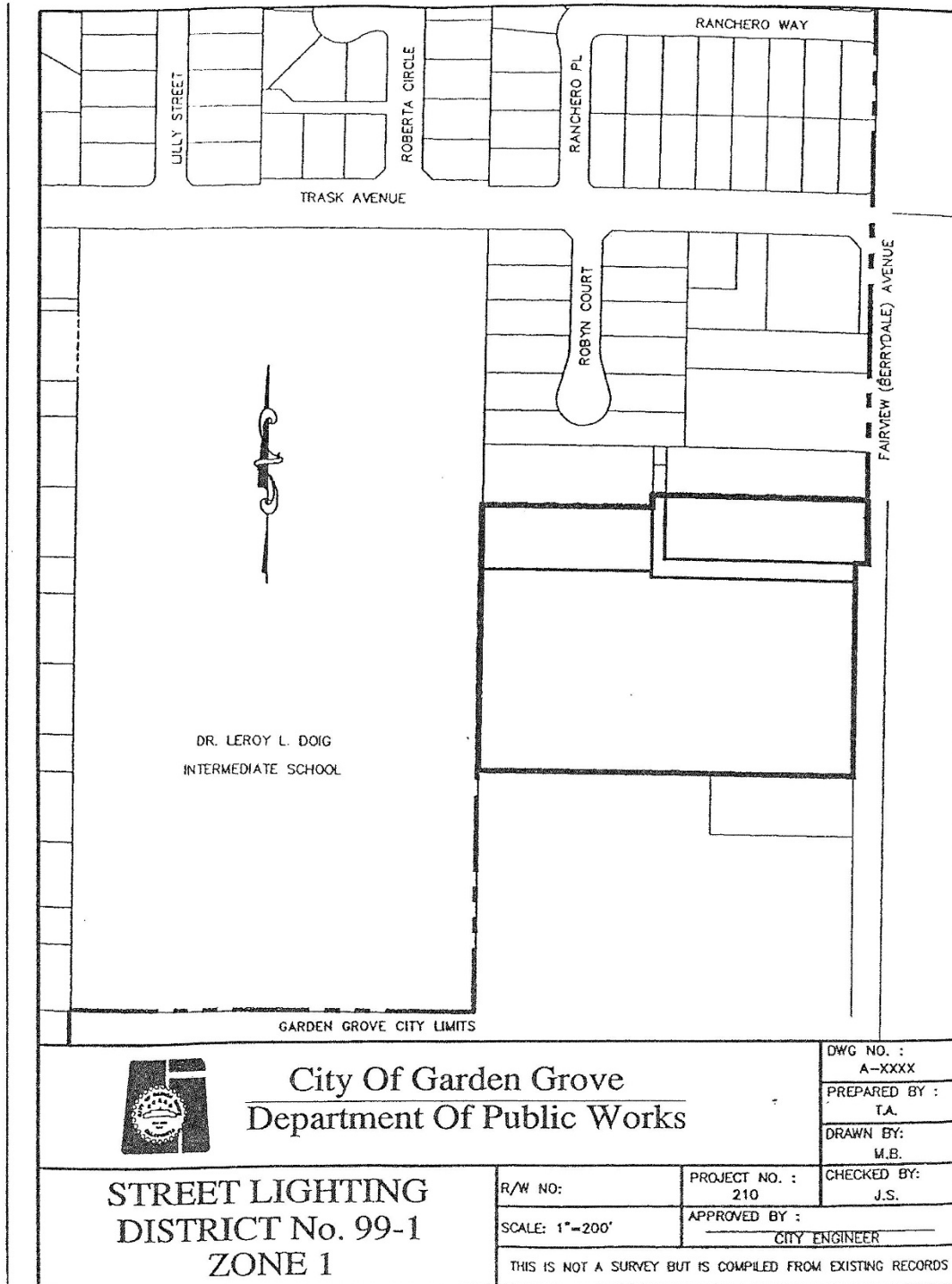


## **APPENDIX A – ASSESSMENT DIAGRAM**

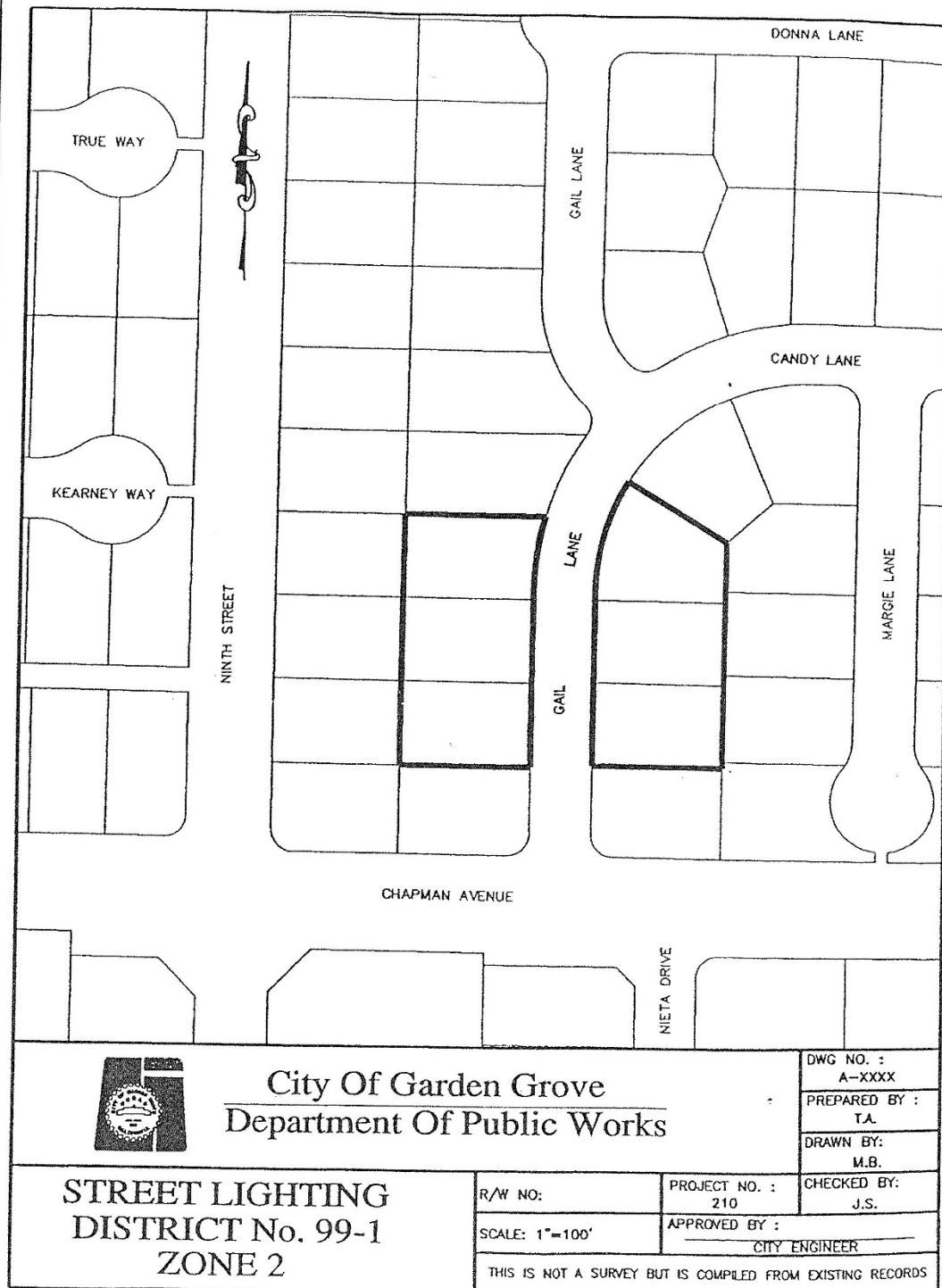
The Assessment Diagram, which shows the exterior boundaries of the Assessment District, the boundaries of any zones within the Assessment District and the lines and dimensions of each lot or parcel of land within the Assessment District, is on file in the offices of the City Engineer and the City Clerk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

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













## **APPENDIX B – ASSESSMENT ROLL**

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



**GARDEN GROVE**

## **CITY OF GARDEN GROVE**

**ENGINEER'S REPORT**

**PARK MAINTENANCE DISTRICT**

**FISCAL YEAR 2023-24**

**ORANGE COUNTY, CALIFORNIA**

**May 9, 2023**

*PREPARED BY*



**Harris & Associates**

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*Irvine, CA 92618*

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## ENGINEER'S CERTIFICATION

**AGENCY:** THE CITY OF GARDEN GROVE

**PROJECT:** PARK MAINTENANCE DISTRICT

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

### ENGINEER'S REPORT FOR FISCAL YEAR 2023-24

The preparation of this Annual Engineer's Report ("Report") is in conformance with the obligation of the City Council for the annual levy of assessments within the Park Maintenance District of the City of Garden Grove to provide park maintenance services upon each lot or parcel of land in the district in proportion to the estimated benefit to be received by each such lot or parcel of land for Fiscal Year 2023-24. Services will be provided through June 30, 2024.

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

### **PARK MAINTENANCE DISTRICT**

(Hereinafter referred to as the "District"),

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

#### **PART I**

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

#### **PART II**

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

### PART III

**Cost Estimate:** An estimate of the costs of the maintenance and/or servicing of the existing and ultimate improvements for Fiscal Year 2023-24, including incidental costs and expenses in connection therewith.

### PART IV

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

### Appendices

Appendix A – Assessment Diagram

Appendix B – Assessment Roll

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

DATED: May 9, 2023



**Harris & Associates**



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



## **PART I – OVERVIEW**

This Report as filed complies with Articles XIIC and XIID of the California Constitution and the Landscaping and Lighting Act of 1972. Also part of this report, but not bound herein, is the assessment roll on file with the City Clerk which indicates each property's City of Garden Grove Park Maintenance District assessment for Fiscal Year 2023-24.

In order to comply with the requirements of Article XIIC and XIID of the California Constitution in Fiscal Year 1997-98, the City Council ordered an Engineer's Report that complied with the new benefit analysis requirements pursuant to Proposition 218 and submitted the District's assessments to property owners via mailed ballot which passed by a majority vote but did not include an annual escalator. The new District was formed to fund park maintenance, as more thoroughly described in this Report.

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

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

The Park Maintenance District assessment for the Fiscal Year 2023-24 is proposed to total \$711,097. Under the proposed Fiscal Year 2023-24 Park Maintenance District, the typical homeowner will pay \$13.75, which represents their proportional special benefit for the cost of maintaining community parks. For the Fiscal Year 2023-24, the assessments will be levied at the same rate and method as levied last year. The estimated fund balance at the end of Fiscal Year 2023-24 is expected to be zero.



## Current Financial Summary

|   | Adopted<br>Fiscal Year<br>2022-23 | Proposed<br>Fiscal Year<br>2023-24 |
|---|-----------------------------------|------------------------------------|
| <b>REVENUES</b>   |                                   |                                    |
| Uncommitted Fund Balance (as of July 1)                     | \$0                               | \$0                                |
| City General Fund Contribution:                             |                                   |                                    |
| General Benefit <sup>1</sup>                                | \$794,100                         | \$905,768                          |
| Assessment Shortfall <sup>2</sup>                           | \$903,974                         | \$1,127,877                        |
| Total City Contribution                                     | \$1,698,074                       | \$2,033,645                        |
| Assessment Revenue  | \$708,284                         | \$711,097                          |
| <b>Total Park Maintenance Revenues</b>                      | <b>\$2,406,358</b>                | <b>\$2,744,742</b>                 |
| <b>EXPENSES</b>   |                                   |                                    |
| Operating, Engineering and Incidental Expenses <sup>3</sup> | \$2,406,358                       | \$2,744,742                        |
| <b>Total Park Maintenance Expenses</b>                      | <b>\$2,406,358</b>                | <b>\$2,744,742</b>                 |
| Uncommitted Fund Balance (as of June 30)                    | \$0                               | \$0                                |
| Total City Contribution                                     | \$1,698,074                       | \$2,033,645                        |
| Total To Assessment   | \$708,284                         | \$711,097                          |

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

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

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

NOTE: the Amounts shown in the table above have been rounded to whole numbers and may be off slightly due to rounding



## PART II – PLANS AND SPECIFICATIONS

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

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

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

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

*\* Added in FY 2020-21*

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

### Parks and Recreational Facilities

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

### Landscaping and Appurtenant Facilities

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





## **Lighting and Appurtenant Facilities**

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

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

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

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



## PART III – COST ESTIMATE

The City's budget for the maintenance and servicing of park and recreational facilities details the estimated costs for Fiscal Year 2023-24 as available at the time of preparation of this Report, and includes engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with the District proceedings.

| <b>OPERATION &amp; MAINTENANCE</b>              |                  |
|---|------------------|
| Community Park & Recreational Facilities        | \$2,023,082      |
| General Fund Contribution                       | (\$1,498,950)    |
| <b>Subtotal Operation &amp; Maintenance =</b>   | <b>\$524,132</b> |
| <b>ENGINEERING &amp; INCIDENTALS</b>            |                  |
| Regular Salaries                                | \$451,608        |
| Overtime  | \$0              |
| Commodities                                     | \$23,364         |
| Equipment Pool Rental                           | \$119,050        |
| Contractual Services                            | \$127,638        |
| General Fund Contribution                       | (\$534,695)      |
| <b>Subtotal Engineering &amp; Incidentals =</b> | <b>\$186,965</b> |
| <b>Total to Assessment =</b>                    | <b>\$711,097</b> |

Note: Amounts above are rounded to whole numbers and may be off slightly due to rounding.

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



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

### **General**

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

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

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

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

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

### **Reason for the Assessment**

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

### **Special Park Benefit Analysis**

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

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

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

### **General Park Benefit Analysis**

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

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

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

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



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

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



**TABLE 1 - FUNDING BY COMMUNITY PARK**

| Park Name              | Total Park Costs   | Assessable Neighborhood Amenities (1) | Assessable Community Park Costs (2) | Total Assessable Costs (3) |
|------------------------|--------------------|---------------------------------------|-------------------------------------|----------------------------|
| Atlantis               | \$82,342           | \$23,056                              | \$32,113                            | \$55,169                   |
| Garden Grove           | \$713,633          | \$199,817                             | \$278,317                           | \$478,134                  |
| Eastgate               | \$82,342           | \$23,056                              | \$32,113                            | \$55,169                   |
| West Grove             | \$137,237          | \$38,426                              | \$53,522                            | \$91,948                   |
| Magnolia               | \$109,790          | \$30,741                              | \$42,818                            | \$73,559                   |
| Woodbury               | \$54,895           | \$15,371                              | \$21,409                            | \$36,780                   |
| Village Green          | \$137,237          | \$38,426                              | \$53,522                            | \$91,948                   |
| Civic Center           | \$247,027          | \$69,168                              | \$96,341                            | \$165,509                  |
| Hare                   | \$274,474          | \$76,853                              | \$107,045                           | \$183,898                  |
| Pioneer                | \$82,342           | \$23,056                              | \$32,113                            | \$55,169                   |
| Edgar                  | \$109,790          | \$30,741                              | \$42,818                            | \$73,559                   |
| Twin Lakes             | \$109,790          | \$30,741                              | \$42,818                            | \$73,559                   |
| West Haven             | \$192,132          | \$53,797                              | \$74,931                            | \$128,728                  |
| Chapman Sports         | \$54,895           | \$15,371                              | \$21,409                            | \$36,780                   |
| Lake                   | \$27,447           | \$7,685                               | \$10,704                            | \$18,389                   |
| Faylane Park           | \$109,790          | \$30,741                              | \$42,818                            | \$73,559                   |
| Gutosky Park           | \$109,790          | \$30,741                              | \$42,818                            | \$73,559                   |
| Jardin De Los Ninos    | \$82,342           | \$23,056                              | \$32,113                            | \$55,169                   |
| Spirit of 76 Mini Park | \$27,447           | \$7,685                               | \$10,704                            | \$18,389                   |
| <b>Total</b>           | <b>\$2,744,742</b> | <b>\$768,528</b>                      | <b>\$1,070,446</b>                  | <b>\$1,838,974</b>         |

(1) The neighborhood amenities portion of the Community Parks is estimated to be 35 percent of the total park costs. The special benefit that may be assessed in the District is 80 percent of the 35 percent associated with neighborhood park amenities (e.g., Twin Lakes: \$109,790 x 35% x 80% = \$30,741).

(2) The community amenities portion of the Community Parks is estimated to be 65 percent of the total park costs. The special benefit that may be assessed in the District is 60 percent of the 65 percent associated with community park amenities (e.g., Twin Lakes: \$109,790 x 65% x 60% = \$42,818).

(3) The Total Assessable Costs shows the total amount that can be spread to the parcels within the district, however due to the fixed assessment rates, the total amount that to be collected by assessments is \$711,097.

Note: Amounts in Table 1 are rounded to whole numbers and may be off slightly due to rounding

## Methodology

The benefit from parks can be measured by increased safety, the availability of improvements for recreational use, and other property-related benefits. In order to establish the proportionate share of park benefit to any parcel of land in relation to the total special benefits to be received by parks, it is necessary to establish a benchmark to relate that one parcel to all others. The benchmark is called the

Assessment Unit (AU). The District uses the Single Family Residence (SFR) as the benchmark AU. All other land uses will be compared to the benchmark of the Single Family Residence to gain a comparative Assessment Unit based on population and parcel size as described below. Based on citizens' input and engineering judgment regarding the factors involved, it has been determined that park maintenance and servicing benefit primarily stems from increased safety and other property-related benefits. Therefore, the safety portion of the benefit has been assigned two-thirds of the SFR Assessment Unit, and the recreational portion of the benefit has been assigned one-third, to total 1 AU per SFR.

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

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

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

Nonresidential parcels, including commercial and industrial properties, benefit from the proper maintenance and servicing of parks, since such parks attract potential customers, employees, and membership from outside the District, and encourage residents of the City to leave their residences and patronize these establishments. All Nonresidential parcels are assessed according to their parcel square footage for safety benefit resulting from park maintenance and servicing. Using the Single Family Residence as a base, Nonresidential properties receive the same number of AU's as an SFR for every 7,200 square feet of land. Furthermore, Nonresidential parcels less than 7,200 square feet in size are assigned a minimum of 1 AU. Since the safety benefit for an SFR parcel is no less than 1 AU, it is reasonable to set 1 AU as the minimum safety benefit for non-residential parcels.

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

received, the rounded percentage of each land use's population, as compared to the SFR's population, is then multiplied by one-third.

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

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

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

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

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

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



**TABLE 4 - ASSESSMENT UNIT CALCULATION**

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

\* Total AU's shown are assuming there is only 1 unit on the parcel

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

Nonprofit parcels receive less benefit than other Nonresidential parcels in the District from the operation, maintenance and servicing of parks in the City for several reasons. Nonprofit parcels function differently than Nonresidential parcels in that they: 1) typically operate fewer days in the week, 2) generally have an inconsistent number of people using the facilities daily, and 3) have a less intensive use than the property size alone would indicate because in general the large Nonprofit parcels in the District contain large green areas that function as open space. Since the Nonprofit parcels receive less safety and recreation benefit than Nonresidential parcels, the Nonprofit parcels are assessed at a lower level than the Nonresidential parcels. Nonprofit parcels are assessed at 0.67 AU for every 7,200 square feet of land, with a minimum assessment of 1 AU, and are only assessed for the first 28,800 square feet. Since the safety benefit for an SFR parcel is no less than 1 AU, it is reasonable to set 1 AU as the minimum safety benefit for Nonprofit parcels.

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

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

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



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

Government parcels, however, receive less benefit than other Nonresidential parcels in the District from the operation, maintenance and servicing of parks in the City. For instance, a portion of most public properties within the District is used as a park and/or recreation area. Additionally, Government properties generally do not benefit from the resale value of their properties. Consequently, the specific benefit that is conferred to other properties in the District is not conferred to Government properties. Therefore, the public parcels are assessed at half the rate of Nonresidential uses, receiving 0.50 AU for every 7,200 square feet of land.

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

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

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

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

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



**TABLE 6 - ASSESSMENT UNIT SUMMARY**

| Land Use Description        | Parcels       | Dwellings     | Square Ft          | AU Factor       | Total AU's        |
|-----------------------------|---------------|---------------|--------------------|-----------------|-------------------|
| Single Family Residential   | 26,592        | 26,596        |                    | 1.00 / unit     | 26,596.000        |
| Condominium                 | 5,978         | 6,023         |                    | 0.58 / unit     | 3,493.340         |
| Multiple Family Residential | 1,162         | 13,901        |                    | 0.56 / unit     | 7,784.560         |
| Mobile Home                 | 14            | 1,559         |                    | 0.47 / unit     | 732.730           |
| Nonresidential *            | 1,532         | 0             | 68,903,820         | 1.00 / 7,200 sf | 9,622.640         |
| Nonprofit *                 | 128           | 0             | 8,157,702          | 0.67 / 7,200 sf | 263.553           |
| Government                  | 236           | 0             | 45,916,147         | 0.50 / 7,200 sf | 3,188.626         |
| Vacant                      | 78            | 0             | 998,891            | 0.25 / 7,200 sf | 34.683            |
| <b>Totals</b>               | <b>35,720</b> | <b>48,079</b> | <b>123,976,560</b> |                 | <b>51,716.132</b> |

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

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

$$\$711,097 / 51,716.132 \text{ AU's} = \$13.75 / \text{AU}$$

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

TABLE 7  
SAMPLE CALCULATIONS FOR VARIOUS LAND USES

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

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



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

| <b>Land Use</b>  | <b>Approximate<br/>2023-24 Total<br/>Assessments by<br/>Land Use</b> | <b>Assessments by Land<br/>Use as a % of the Total<br/>District Assessments</b> |
|--|--|---|
| Residential (Single Family, Multi-Family, Condo and Mobile Home) | \$530,841  | 75%   |
| Nonresidential (Commercial, Industrial)                          | \$132,311  | 19%   |
| Nonprofit (Churches)   | \$3,624  | 1%  |
| Government (Schools, City Property)                              | \$43,844   | 6%  |
| Vacant   | \$477  | 0%  |
| Approximate 2023-24 Assessments to Be Collected                  | \$711,097  | 100%  |

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

Note: Amounts in Table 8 are rounded to whole numbers and may be off slightly due to rounding.

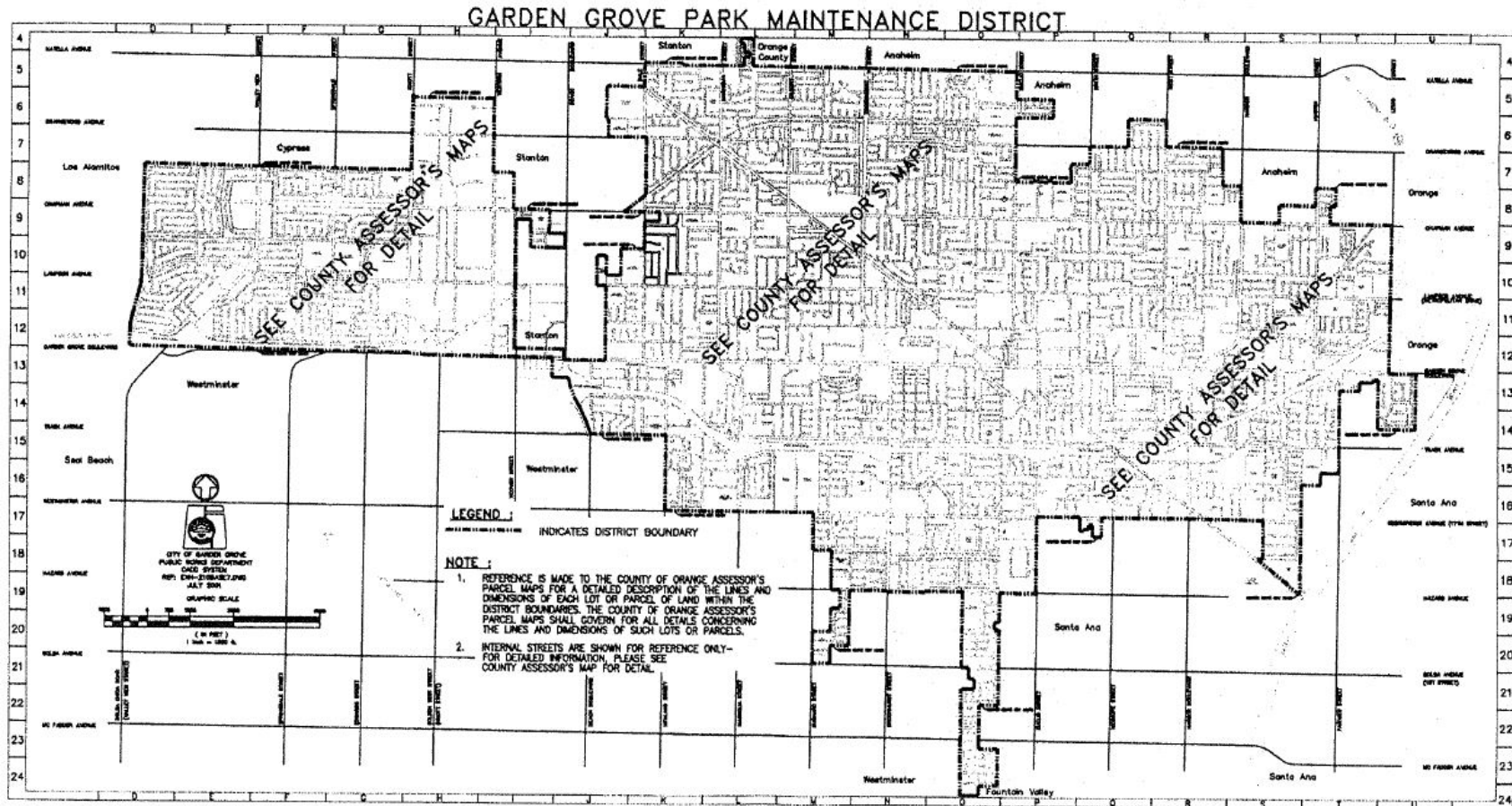


## **APPENDIX A – ASSESSMENT DIAGRAM**

The boundary of the District is coterminous with the City Boundary and the lines and dimensions of each lot or parcel of land within the District is on file in the Office of the City Clerk and incorporated herein by reference.

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

A reduced copy of the City of Garden Grove Park Maintenance District Map that was created when formed is provided on the following page.





## **APPENDIX B – ASSESSMENT ROLL**

The total proposed assessment for Fiscal Year 2023-24 and the amount of the total proposed assessment apportioned to each lot or parcel within the District, as shown on the latest assessment roll at the Orange County Assessor's Office, are contained in the Assessment Roll on file in the Office of the City Clerk of the City of Garden Grove, which is incorporated herein by reference.

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



**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

|          |  |        |                   |
|----------|--|--------|-------------------|
| To:      | Lisa L. Kim  | From:  | William E. Murray |
| Dept.:   | City Manager   | Dept.: | Public Works      |
| Subject: | Approval of the Fiscal Year 2023-24 Downtown Assessment District Budget; Adoption of a Resolution Initiating Proceedings for the Levying of Assessments for Fiscal Year 2023-24; Adoption of a Resolution Approving the Engineer's Report; and Adoption of a Resolution of Intention Fixing a Time and Date for a Public Hearing. ( <i>Action Item</i> ) |        |                   |
|          |  | Date:  | 6/13/2023         |

---

**OBJECTIVE**

For the City Council to (1) approve the proposed Fiscal Year 2023-24 Budget for the Downtown Assessment District No. 1 (MSAD); (2) Adopt a Resolution initiating proceedings for the levying of assessments for Fiscal Year 2023-24; (3) Adopt a Resolution approving the Engineer's Report; and (4) Adopt a Resolution of Intention fixing a time and date for a public hearing.

**BACKGROUND**

In 1977, the City Council formed the District per the Landscape and Lighting Act of 1972 (Act). Through an annual assessment, the District funds the construction and maintenance of special public improvements along Main Street such as planters, sidewalks, and streetlights. The Act requires that the City Council initiate the proceedings for the annual levy of assessments. To comply with these requirements, the following actions need to take place:

- Approval of FY23-24 assessment district budget (Attachment 1)
- Adoption of a resolution initiating procedures for levying assessment (Attachment 2)
- Adoption of a resolution approving the Engineer's Report (Attachment 3)

- Adoption of a resolution of intention to levy and collect assessments and to fix a date and time for a public hearing (Attachment 4)

## DISCUSSION

On April 13, 2023, the Downtown Commission approved the FY23-24 Budget and is hereby submitting it to City Council for final review. Total expenses for FY 2023-24 are \$47,402. The proposed assessment reflects no increase from the previous year and remains at \$19.92 per linear-foot, which is equivalent to a \$498 levy for the typical 25-foot storefront on Main Street. The following action is for City Council to adopt the remaining resolutions, thereby initiating proceedings for the annual assessment, ordering the preparation of and approving an Engineer's Report, and finally setting a public hearing for June 27, 2023 at 6:30 p.m.

## FINANCIAL IMPACT

There is no impact to the General Fund. The beginning fund balance for the District is estimated at \$96,439, with an estimated FY 2023-24 assessment revenue of \$27,200 and total FY 2023-24 expenses of \$47,402.

## RECOMMENDATION

It is recommended that the City Council:

- Approve the proposed Budget for the Downtown Assessment District No. 1 for 2023-24;
- Adopt the attached Resolution initiating proceedings for the Downtown Assessment District No. 1, and direct the Engineer to prepare the required report;
- Adopt the attached Resolution approving the Engineer's Report for the Downtown Assessment District No. 1; and
- Adopt the attached Resolution of Intention to levy and collect assessments for the Downtown Assessment District No. 1, and set a public hearing for June 27, 2023, at 6:30 p.m.

By: Alexa Viramontes, Sr. Administrative Analyst

## ATTACHMENTS:

| Description                                 | Upload Date | Type               | File Name  |
|---|-------------|--------------------|--|
| FY23-24<br>Downtown<br>Assessment<br>Budget | 6/1/2023    | Backup<br>Material | FY23-24_Downtown_Assessment_Budget.pdf                     |
| Resolution<br>Initiating                    | 6/1/2023    | Resolution         | Downtown_Assessment_Resolution_Initiating_Proceedings.docx |

Proceedings

Resolution  
Approving  
Engineer's  
Report

6/1/2023

Resolution

Downtown\_Assessment\_Resolution\_Approving\_Engineers\_Report.docx

Resolution  
Setting Public  
Hearing

6/1/2023

Resolution

Downtown\_Assessment\_Resolution\_Setting\_Public\_Hearing.docx

Downtown  
Assessment  
Engineer's  
Report

6/1/2023

Backup  
Material

RPT\_-\_Downtown\_FY23-24\_v3.pdf

## PART III – COST ESTIMATE

The City's budget for the operation, maintenance and servicing of lighting details the estimated costs for Fiscal Year 2023-24 as available at the time of preparation of this Report, and includes engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with the District proceedings.

|   | Proposed<br>Fiscal Year<br>2022-23 | Proposed<br>Fiscal Year<br>2023-24* |
|---|------------------------------------|-------------------------------------|
| <b><u>Starting Fund Balance (Fund Balance as of July 1)</u></b> | <b>\$91,442</b>                    | <b>\$96,439</b>                     |
| <b><u>Estimated Revenues</u></b>                                |                                    |                                     |
| Total Estimated Assessments:                                    | \$26,700                           | \$26,700                            |
| Interest  | \$500                              | \$500                               |
| <b>Subtotal Revenues:</b>                                       | <b>\$27,200</b>                    | <b>\$27,200</b>                     |
| <b><u>Estimated Expenditures</u></b>                            |                                    |                                     |
| Trash Pick Up   | \$0                                | \$0                                 |
| General Maintenance   | \$18,500                           | \$19,055                            |
| Street Lighting   | \$2,000                            | \$2,060                             |
| Street Improvements   | \$10,000                           | \$10,300                            |
| Main Street Seasonal Banners                                    | \$3,000                            | \$3,090                             |
| Streetscape Cleaning  | \$6,400                            | \$6,592                             |
| Professional Services   | \$3,500                            | \$3,605                             |
| Administrative Support  | \$2,600                            | \$2,700                             |
| Insurance   | \$0                                | \$0                                 |
| <b>Subtotal Expenditures:</b>                                   | <b>\$46,000</b>                    | <b>\$47,402</b>                     |
| <b><u>Estimated Year End Fund Balance</u></b>                   | <b>\$72,642</b>                    | <b>\$76,237</b>                     |
| <b><u>Fund Balance Detail</u></b>                               |                                    |                                     |
| Operating Reserve (50% of O&M)                                  |                                    | \$23,701                            |
| Capital Replacement Reserve                                     |                                    | \$52,536                            |
| <b><u>Assessment Detail</u></b>                                 |                                    |                                     |
| Total Front Feet (FF) in Assessment District:                   | 1,340.45                           | 1,340.45                            |
| Assessment Rate (\$/FF):  | \$19.92                            | \$19.92                             |

\* Fund balance adjusted after a District review

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

GARDEN GROVE CITY COUNCIL

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 (SECTIONS 22500 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAY CODE) INITIATING PROCEEDINGS TO LEVY ANNUAL ASSESSMENTS FOR THE 2023-24 FISCAL YEAR FOR THE CITY OF GARDEN GROVE DOWNTOWN ASSESSMENT DISTRICT, AND ORDERING THE CITY ENGINEER TO PREPARE AND FILE A REPORT IN ACCORDANCE WITH ARTICLE 4 OF CHAPTER 1 OF THE ACT

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

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

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

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

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

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

SECTION 3. The City Council of the City of Garden Grove authorizes staff to initiate proceedings necessary to establish the levy of an annual assessment for the Downtown Assessment District pursuant to the Landscaping and Lighting Act of 1972 for the Fiscal Year 2023-24.

GARDEN GROVE CITY COUNCIL

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING THE CITY ENGINEER'S REPORT REGARDING THE LEVY OF AN ANNUAL ASSESSMENT WITHIN THE CITY OF GARDEN GROVE DOWNTOWN ASSESSMENT DISTRICT FOR FISCAL YEAR 2023-24.

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

SECTION 1. The City Council of the City of Garden Grove, pursuant to the Landscaping and Lighting Act of 1972, being Division 15, Part 2 (Sections 22500 et seq.) of the California Streets and Highways Code, did by previous Resolution order the City Engineer to prepare and file a report in accordance with Article 4 of Chapter 1 of the Act in connection with the proposed levy of an annual assessment for the City of Garden Grove Downtown Assessment District for Fiscal Year 2023-24.

SECTION 2. The City Engineer has prepared and filed with the City Clerk of the City of Garden Grove and the City Clerk has presented to the City Council the City Engineer's report for the City of Garden Grove Downtown Assessment District for Fiscal Year 2023-24.

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

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. \_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. The City Council intends to order maintenance of improvements in certain streets, and other public easements, as follows: A portion of Main Street from Garden Grove Boulevard to

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

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

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

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

SECTION 6. Notice is hereby given that as there is no increase in the assessment for the 2023-24 Fiscal Year for Downtown Assessment District, there will only be one Public Hearing, which will be held on June 27, 2023, at 6:30 p.m. (or as soon thereafter as the City Council may hear same), in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California, which is hereby set as the time and place for the Public Hearing on the question of the levy of the proposed assessment. Any interested person may file a written protest with the City Clerk, in which each signer is interested, sufficient to identify the property, which must be delivered to the City Clerk prior to the conclusion of the Public Hearing. In addition, all interested persons shall be afforded the opportunity to be heard at the Public Hearing. The City Council shall consider all oral statements and all written protests or communications made or filed by any interested persons.

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





**GARDEN GROVE**

## **CITY OF GARDEN GROVE**

**ENGINEER'S REPORT**

**DOWNTOWN ASSESSMENT DISTRICT**

**FISCAL YEAR 2023-24**

**ORANGE COUNTY, CALIFORNIA**

**May 9, 2023**

*PREPARED BY*



**Harris & Associates**

*101 Progress, Suite 250*

*Irvine, CA 92618*

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



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## ENGINEER'S CERTIFICATION

**AGENCY:** THE CITY OF GARDEN GROVE

**PROJECT:** DOWNTOWN ASSESSMENT DISTRICT

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

### **ENGINEER'S REPORT FOR FISCAL YEAR 2023-24**

The preparation of this Annual Engineer's Report ("Report") is in conformance with the obligation of the City Council for the annual levy of assessments within the Downtown Assessment District of the City of Garden Grove to provide services upon each lot or parcel of land in the district in proportion to the estimated benefit to be received by each such lot or parcel of land for Fiscal Year 2023-24. Services will be provided through June 30, 2024.

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

### **DOWNTOWN ASSESSMENT DISTRICT**

(Hereinafter referred to as the "District"),

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

#### **PART I**

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

#### **PART II**

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

#### **PART III**

**Cost Estimate:** The estimated cost to be funded by the District for the operation, servicing and maintenance of the improvements for fiscal year 2023-24, including incidental costs and expenses in

connection therewith.

#### PART IV

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

#### Appendices

Appendix A – Assessment Diagram

Appendix B – Assessment Roll

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

DATED: May 9, 2023



**Harris & Associates**



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



## **PART I – OVERVIEW**

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

### **Background**

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

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

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

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

Therefore, the assessments will remain the same in Fiscal Year 2023-24 as in previous years and the services funded by the assessment have been adjusted to match the funds available. No City contribution is made to this District.

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



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

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

### **Descriptions of Improvements**

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

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

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

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

## PART III – COST ESTIMATE

The City's budget for the operation, maintenance and servicing of lighting details the estimated costs for Fiscal Year 2023-24 as available at the time of preparation of this Report, and includes engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with the District proceedings.

|   | Proposed<br>Fiscal Year<br>2022-23 | Proposed<br>Fiscal Year<br>2023-24* |
|---|------------------------------------|-------------------------------------|
| <b><u>Starting Fund Balance (Fund Balance as of July 1)</u></b> | <b>\$91,442</b>                    | <b>\$96,439</b>                     |
| <b><u>Estimated Revenues</u></b>                                |                                    |                                     |
| Total Estimated Assessments:                                    | \$26,700                           | \$26,700                            |
| Interest  | \$500                              | \$500                               |
| <b>Subtotal Revenues:</b>                                       | <b>\$27,200</b>                    | <b>\$27,200</b>                     |
| <b><u>Estimated Expenditures</u></b>                            |                                    |                                     |
| Trash Pick Up   | \$0                                | \$0                                 |
| General Maintenance   | \$18,500                           | \$19,055                            |
| Street Lighting   | \$2,000                            | \$2,060                             |
| Street Improvements   | \$10,000                           | \$10,300                            |
| Main Street Seasonal Banners                                    | \$3,000                            | \$3,090                             |
| Streetscape Cleaning  | \$6,400                            | \$6,592                             |
| Professional Services   | \$3,500                            | \$3,605                             |
| Administrative Support  | \$2,600                            | \$2,700                             |
| Insurance   | \$0                                | \$0                                 |
| <b>Subtotal Expenditures:</b>                                   | <b>\$46,000</b>                    | <b>\$47,402</b>                     |
| <b><u>Estimated Year End Fund Balance</u></b>                   | <b>\$72,642</b>                    | <b>\$76,237</b>                     |
| <b><u>Fund Balance Detail</u></b>                               |                                    |                                     |
| Operating Reserve (50% of O&M)                                  |                                    | \$23,701                            |
| Capital Replacement Reserve                                     |                                    | \$52,536                            |
| <b><u>Assessment Detail</u></b>                                 |                                    |                                     |
| Total Front Feet (FF) in Assessment District:                   | 1,340.45                           | 1,340.45                            |
| Assessment Rate (\$/FF):  | \$19.92                            | \$19.92                             |

\* Fund balance adjusted after a District review

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



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

### **General**

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

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

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

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

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

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

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

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



## Special Benefit Analysis

**Street Landscaping** - Trees, landscaping, hardscaping and appurtenant facilities, if well maintained, provide beautification, shade, enhance surroundings and desirability of the properties.

### BENEFITS OF LANDSCAPING

| Security and Safety  | Community Character and Vitality   |
|--|--|
| <ul style="list-style-type: none"> <li>Improved erosion resistance and dust control</li> </ul> | <ul style="list-style-type: none"> <li>Improved aesthetic appeal of nearby parcels</li> <li>Beautifies and makes safer flood control facilities that would otherwise be unsightly and potentially dangerous</li> </ul> |

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

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

### BENEFITS OF STREET LIGHTING

| Security and Safety  | Community Character and Vitality  |
|--|---|
| <ul style="list-style-type: none"> <li>Mitigates property damage due to crime</li> <li>Alleviates the fear of crime, which increases the desirability of the property</li> <li>Enhances safe ingress/egress to property</li> </ul> | <ul style="list-style-type: none"> <li>Promotes social interaction</li> <li>Contributes to a positive nighttime visual image</li> </ul> |

## Methodology

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

| Previous<br>Fiscal Year 22-23<br>Total Asmt | Estimated<br>Fiscal Year 23-24<br>Total Asmt | Total<br>District<br>Frontage* | Maximum<br>Fiscal Year 23-24<br>Asmt per LF |
|---|--|--------------------------------|---|
| \$26,700                                    | \$26,700                                     | 1,340.45                       | \$19.92                                     |

\* Total frontage may differ due to rounding.



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

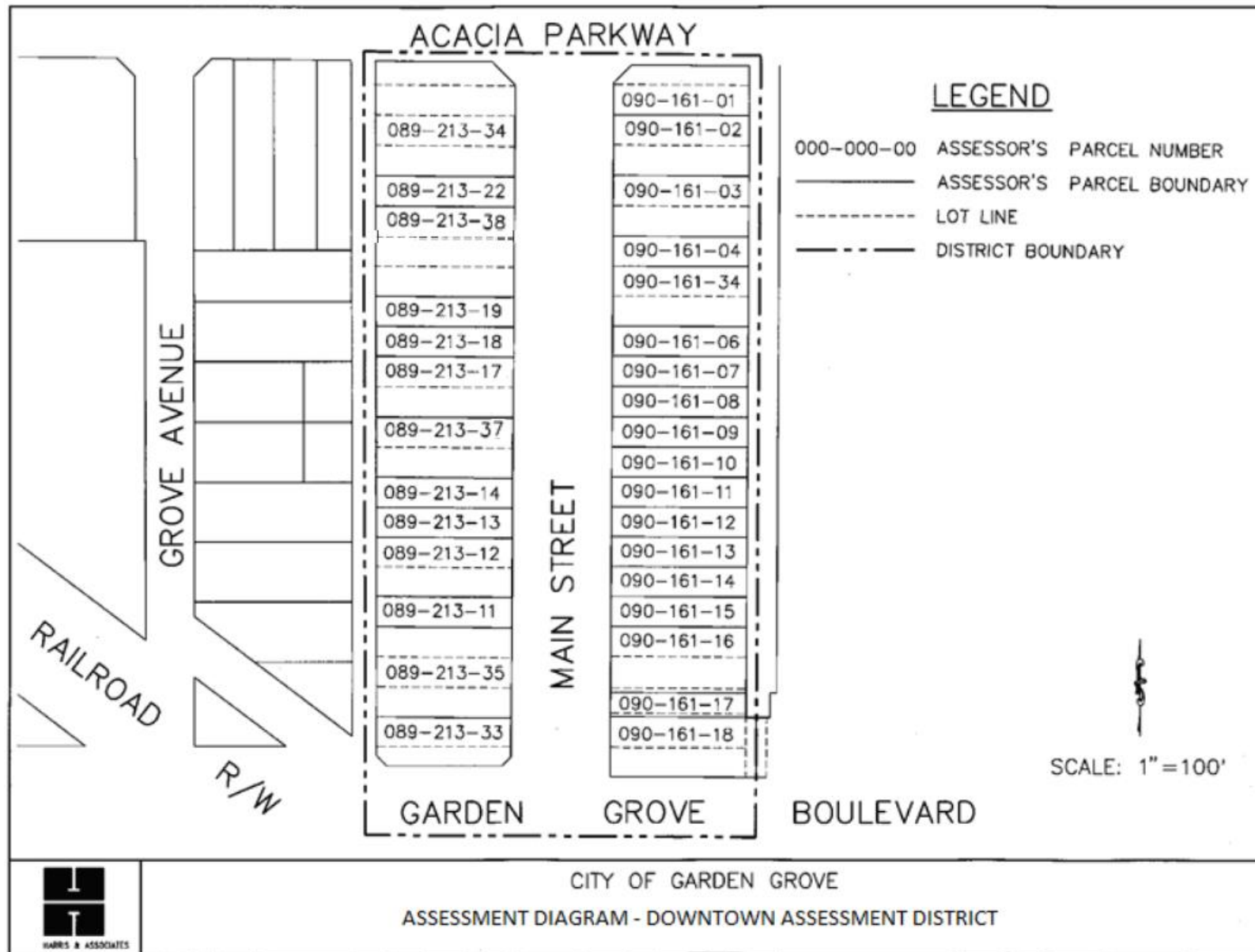


## **APPENDIX A – ASSESSMENT DIAGRAM**

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

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

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





## APPENDIX B – ASSESSMENT ROLL

The total proposed assessment for Fiscal Year 2023-24 and the amount of the total proposed assessment apportioned to each lot or parcel within the District, as shown on the latest assessment roll at the Orange County Assessor's Office, are contained in the Assessment Roll provided below.

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

| Assessor's<br>Parcel No. | Linear<br>Feet | Proposed<br>Fiscal Year<br>2023-24<br>Asmt |
|--------------------------|----------------|--|
| 089-213-11               | 25.50          | \$507.91                                   |
| 089-213-12               | 49.50          | \$985.95                                   |
| 089-213-13               | 25.00          | \$497.95                                   |
| 089-213-14               | 25.00          | \$497.95                                   |
| 089-213-17               | 50.00          | \$995.90                                   |
| 089-213-18               | 25.00          | \$497.95                                   |
| 089-213-19               | 25.00          | \$497.95                                   |
| 089-213-22               | 25.00          | \$497.95                                   |
| 089-213-33               | 155.09         | \$3,089.30                                 |
| 089-213-34               | 101.05         | \$2,012.98                                 |
| 089-213-35               | 75.00          | \$1,493.85                                 |
| 089-213-37               | 50.00          | \$995.90                                   |
| 089-213-38               | 75.00          | \$1,493.85                                 |
| 090-161-01               | 47.27          | \$941.53                                   |
| 090-161-02               | 50.00          | \$995.90                                   |
| 090-161-03               | 50.00          | \$995.90                                   |
| 090-161-04               | 25.00          | \$497.95                                   |
| 090-161-06               | 25.00          | \$497.95                                   |
| 090-161-10               | 25.00          | \$497.95                                   |
| 090-161-11               | 25.00          | \$497.95                                   |
| 090-161-12               | 25.00          | \$497.95                                   |
| 090-161-13               | 25.00          | \$497.95                                   |
| 090-161-14               | 25.00          | \$497.95                                   |
| 090-161-15               | 25.00          | \$497.95                                   |
| 090-161-16               | 50.42          | \$1,004.27                                 |
| 090-161-17               | 25.25          | \$502.93                                   |
| 090-161-18               | 161.37         | \$3,214.58                                 |
| 090-161-34               | 50.00          | \$995.90                                   |
| 1,340.45                 |                | \$26,700.00                                |

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

|          |  |        |                   |
|----------|--|--------|-------------------|
| To:      | Lisa L. Kim  | From:  | William E. Murray |
| Dept.:   | City Manager   | Dept.: | Public Works      |
| Subject: | Approval of Fiscal Year 2023-24 Measure M2 Seven-Year Capital Improvement Plan; and adoption of a Resolution ensuring conformance of the City's Circulation Element with the Orange County Transportation Authority Master Plan of Arterial Highways in concurrence with the City's existing Mitigation Fee Program.<br>( <i>Action Item</i> ) |        |                   |
|          |  | Date:  | 6/13/2023         |

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**OBJECTIVE**

For City Council to approve the FY 2023-24 Measure M2 (M2) Seven-Year Capital Improvement Plan (7-YR CIP), and to adopt a Resolution ensuring conformance of the City's Arterial Section of the Circulation Element with the Orange County Transportation Authority (OCTA) Master Plan of Arterial Highways (MPAH), and reaffirm concurrence with the existing Mitigation Fee Program.

**BACKGROUND**

Every year, Orange County local agencies are required to submit approved documentation and resolutions to OCTA to maintain M2 eligibility for Local Fair Share appropriations and competitive grant funding. This year, there are three (3) components to this annual review. These include: (1) the adoption of a 7-YR CIP, (2) conformance of the City's Circulation Element with OCTA's MPAH, and (3) concurrence with the City's Mitigation Fee Program.

**DISCUSSION**

The following is a brief summary of the three requirements mentioned above.

1. Seven-Year Capital Improvement Plan – Per OCTA's eligibility requirements, the City must develop a 7-YR CIP, including all transportation capital projects

scheduled to use M2 revenues. All construction costs and funding sources must also be identified. The City, however, is not obligated to deliver any identified projects. If any changes are made, City Council has to amend the 7-YR CIP accordingly.

2. Conformance with the Master Plan of Arterial Highways – the MPAH serves as a countywide planning tool to coordinate the county's arterial highway network. The City is required to preserve a minimum number of through lanes on the City's arterial network, as it is identified on the General Plan's Circulation Element.
3. Concurrence with the Mitigation Fee Program – Biennially, City Council is required to adopt a resolution reaffirming concurrence with the City's Mitigation Fee Program. This program is based on a nexus study, linking development activity to infrastructure impacts and their related costs, resulting in the determination of a fee schedule.

#### FINANCIAL IMPACT

There is no impact for the City Council to approve the Fiscal Year 2023-24 Measure M2 Seven-Year Capital Improvement Plan, and adopt the resolution ensuring conformance of the City's Circulation Element with OCTA's Master Plan of Arterial Highways, in concurrence with the City's existing mitigation fee program. The Measure M2 Seven-Year Capital Improvement Plan is consistent with the City's proposed FY2023-24 Capital Improvement Plan. City is projecting to receive \$3.7 million in M2 revenues in Fiscal Year 2023-24.

#### RECOMMENDATION

It is recommended that the City Council:

- Approve the Fiscal Year 2023-24 Measure M2 Seven-Year Capital Improvement Plan; and Adopt a Resolution ensuring conformance of the City's Circulation Element with OCTA's Master Plan of Arterial Highways, in concurrence with the City's existing Mitigation Fee Program.

By: Alexa Viramontes, Sr. Administrative Analyst

#### ATTACHMENTS:

| Description  | Upload Date | Type            | File Name   |
|--------------|-------------|-----------------|---|
| Resolution   | 6/6/2023    | Resolution      | 6-13-23_M2_Resolution.pdf                             |
| Project List | 6/1/2023    | Backup Material | City_of_Garden_Grove_Project_Listing_Report_FINAL.pdf |

GARDEN GROVE CITY COUNCIL

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE CONCERNING THE STATUS AND  
UPDATE OF THE CIRCULATION ELEMENT, AND MITIGATION FEE PROGRAM FOR THE MEASURE M (M2)  
PROGRAM

WHEREAS, the City of Garden Grove desires to maintain and improve the streets within its jurisdiction, including those arterials contained in the Master Plan of Arterial Highways (MPAH);

WHEREAS, the City of Garden Grove has endorsed a definition of and process for, determining consistency of the City's Traffic Circulation Plan with the MPAH,

WHEREAS, the City has adopted a General Plan Circulation Element which does not preclude implementation of the MPAH within its jurisdiction;

WHEREAS, the City is required to adopt a resolution biennially informing the Orange County Transportation Authority (OCTA) that the City's Circulation Element is in conformance with the MPAH and whether any changes to any arterial highways of said Circulation Element have been adopted by the City during Fiscal Years (FY) 2019-20 and FY 2023-24, and

WHEREAS, the City is required to send biennially to the OCTA all recommended changes to the City Circulation Element and the MPAH for the purposes of re-qualifying for participation in the Comprehensive Transportation Funding Programs;

WHEREAS, the City is required to adopt a resolution biennially certifying that the City has an existing Mitigation Fee Program that assesses traffic impacts of new development and requires new development to pay a fair share of necessary transportation improvements attributable to the new development; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Garden Grove, does hereby inform OCTA that:

- a) The arterial highway portion of the City's Circulation Element of the City is in conformance with the MPAH.
- b) The City attests that no unilateral reduction in through lanes has been made on any MPAH arterials during FY 2022-23 and FY 2023-24.
- c) The City affirms that it will bring forward requests to amend the MPAH, when necessary, in order to ensure that the MPAH and the General Plan Circulation Element remain consistent.
- d) The City reaffirms that the City Council concurs with the existing Mitigation Fee Program.



## Orange County Transportation Authority

### FY 2023/24 - FY 2029/30 Capital Improvement Program

| TIP ID  |  | CP-11567   |  | IMPLEMENTING AGENCY        |  |                 |  |                 | Garden Grove, City of |             |  |                               |  |
|---|--|--|--|----------------------------|--|-----------------|--|-----------------|-----------------------|-------------|--|-------------------------------|--|
| Local Project Number: CP1259000   |  | Project Title  |  |                            |  |                 |  |                 |                       |             |  |                               |  |
| Additional Project IDs:   |  | Acacia Neighborhood Street Improvement   |  |                            |  |                 |  |                 |                       |             |  |                               |  |
| Type of Work: Road Maintenance  |  | Project Description  |  |                            |  |                 |  |                 |                       |             |  |                               |  |
| Type of Work Description: Road Maintenance - Reconstruction of roadway          |  | The Project will include residential streets bounded by Dale Street, Stanford Avenue, Josephine Street and Garden Grove Boulevard. Improvements will include reconstructing and widening the pavement and installation of new curb, gutter and sidewalk. |  |                            |  |                 |  |                 |                       |             |  |                               |  |
| Limits  |  | FISCAL YEAR  |  | FUND TYPE                  |  | ENG ROW         |  | CON/IMP         |                       | O&M TOTAL   |  | TOTAL ESCALATED               |  |
| Residential streets bounded by Dale, Stanford, Josephine and Garden Grove Blvd. |  | 2024   |  | Gas Tax                    |  | \$0 \$0         |  | \$1,614,512 \$0 |                       | \$1,614,512 |  | \$1,662,947                   |  |
| Project Notes   |  | 2024   |  | Measure M2 Local Fairshare |  | \$0 \$0         |  | \$1,000,000 \$0 |                       | \$1,000,000 |  | \$1,030,000                   |  |
|   |  |  |  |                            |  | Totals: \$0 \$0 |  | \$2,614,512 \$0 |                       | \$2,614,512 |  | \$2,692,947                   |  |
| Last Revised: 23-00 - In Progress   |  |  |  |                            |  |                 |  |                 |                       |             |  | Total Programmed: \$2,614,512 |  |

| TIP ID   CP-11561  |        | IMPLEMENTING AGENCY   Garden Grove, City of  |             |     |              |     |                                |              |
|--|--------|--|-------------|-----|--------------|-----|--------------------------------|--------------|
| Local Project Number: N/A  |        | Project Title                                |             |     |              |     |                                |              |
| Additional Project IDs:  |        | Annual Arterial Rehabilitation Program       |             |     |              |     |                                |              |
| Type of Work:   Road Maintenance   |        | Project Description                          |             |     |              |     |                                |              |
| Type of Work Description:   Road Maintenance - Rehabilitation of roadway |        | Rehabilitation of arterial streets citywide. |             |     |              |     |                                |              |
| Limits   | FISCAL | FUND TYPE                                    | ENG         | ROW | CON/IMP      | O&M | TOTAL                          | TOTAL        |
| Citywide   | YEAR   |  |             |     |              |     |                                | ESCALATED    |
| Project Notes  | 2025   | Measure M2 Local Fairshare                   | \$250,000   | \$0 | \$2,250,000  | \$0 | \$2,500,000                    | \$2,637,025  |
|  | 2025   | Gas Tax                                      | \$100,000   | \$0 | \$900,000    | \$0 | \$1,000,000                    | \$1,054,810  |
|  | 2026   | Measure M2 Local Fairshare                   | \$257,000   | \$0 | \$2,318,000  | \$0 | \$2,575,000                    | \$2,789,941  |
|  | 2026   | Gas Tax                                      | \$412,000   | \$0 | \$3,708,000  | \$0 | \$4,120,000                    | \$4,463,832  |
|  | 2027   | Measure M2 Local Fairshare                   | \$265,000   | \$0 | \$2,387,250  | \$0 | \$2,652,250                    | \$2,951,871  |
|  | 2027   | Gas Tax                                      | \$424,000   | \$0 | \$3,819,600  | \$0 | \$4,243,600                    | \$4,722,993  |
|  | 2028   | Measure M2 Local Fairshare                   | \$273,000   | \$0 | \$2,458,818  | \$0 | \$2,731,818                    | \$3,123,444  |
|  | 2028   | Gas Tax                                      | \$430,000   | \$0 | \$3,940,908  | \$0 | \$4,370,908                    | \$4,998,592  |
| Totals:  |        |  | \$2,411,000 | \$0 | \$21,782,576 | \$0 | \$24,193,576                   | \$26,742,508 |
| Last Revised: 23-00 - In Progress  |        |  |             |     |              |     | Total Programmed: \$24,193,576 |              |

| TIP ID CP-12090   |             | IMPLEMENTING AGENCY Garden Grove, City of   |          |          |             |             |             |                 |             |
|---|-------------|---|----------|----------|-------------|-------------|-------------|-----------------|-------------|
| Local Project Number:   |             | Project Title   |          |          |             |             |             |                 |             |
| Additional Project IDs:   |             | Arterial Slurry Seal Projects   |          |          |             |             |             |                 |             |
| Type of Work: Road Maintenance                                      |             | Project Description   |          |          |             |             |             |                 |             |
| Type of Work Description: Road Maintenance - Slurry seal of roadway |             | This project will make repairs to various street segments throughout Garden Grove |          |          |             |             |             |                 |             |
| Limits  | FISCAL YEAR | FUND TYPE   | ENG      | ROW      | CON/IMP     | O&M         | TOTAL       | TOTAL ESCALATED |             |
| See Project Notes   | 2024        | Gas Tax   | \$20,000 | \$0      | \$637,000   | \$0         | \$657,000   | \$676,110       |             |
| Project Notes   | 2024        | General Fund  | \$20,000 | \$0      | \$4,380,000 | \$0         | \$4,400,000 | \$4,531,400     |             |
|   | 2024        | Measure M2 Local Fairshare  | \$0      | \$0      | \$893,000   | \$0         | \$893,000   | \$919,790       |             |
|   |             |   | Totals:  | \$40,000 | \$0         | \$5,910,000 | \$0         | \$5,950,000     | \$6,127,300 |
|   |             |   |          |          |             |             |             |                 |             |
| Last Revised: 23-00 - In Progress                                   |             | Total Programmed: \$5,950,000   |          |          |             |             |             |                 |             |

| TIP ID   CP-12099   |  | IMPLEMENTING AGENCY   Garden Grove, City of   |                  |            |            |                |                |              |                               |
|---|--|---|------------------|------------|------------|----------------|----------------|--------------|-------------------------------|
| Local Project Number:   |  | Project Title   |                  |            |            |                |                |              |                               |
| Additional Project IDs:   |  | Arterial Rehabilitation- Trask from Brookhurst to Benton  |                  |            |            |                |                |              |                               |
| Type of Work:   Intersection  |  | Project Description   |                  |            |            |                |                |              |                               |
| Type of Work Description:   Intersection - Add through and right turn lanes to intersection |  | Approved by the City Council, this project will 1) modify the existing right turn diverter on Flower at Trask to only allow right turns in and out and 2) modify the existing right turn diverter on Bowen at Trask to allow all movement in and out. |                  |            |            |                |                |              |                               |
| Limits  |  | <u>FISCAL YEAR</u>  | <u>FUND TYPE</u> | <u>ENG</u> | <u>ROW</u> | <u>CON/IMP</u> | <u>O&amp;M</u> | <u>TOTAL</u> | <u>TOTAL ESCALATED</u>        |
| Trask Avenue from Brookhurst to Benton  |  | 2024  | General Fund     | \$0        | \$0        | \$1,000,000    | \$0            | \$1,000,000  | \$1,030,000                   |
| Project Notes   |  | 2025  | General Fund     | \$0        | \$0        | \$120,000      | \$0            | \$120,000    | \$127,308                     |
|   |  | <u>Totals:</u>  |                  | \$0        | \$0        | \$1,120,000    | \$0            | \$1,120,000  | \$1,157,308                   |
| Last Revised: 23-00 - In Progress   |  |   |                  |            |            |                |                |              | Total Programmed: \$1,120,000 |

| TIP ID CP-12111   |             | IMPLEMENTING AGENCY Garden Grove, City of                 |     |     |             |              |                                |                 |
|---|-------------|---|-----|-----|-------------|--------------|--------------------------------|-----------------|
| Local Project Number:   |             | Project Title   |     |     |             |              |                                |                 |
| Additional Project IDs:   |             | Arterial Street Improvements                              |     |     |             |              |                                |                 |
| Type of Work: Road Maintenance  |             | Project Description                                       |     |     |             |              |                                |                 |
| Type of Work Description: Road Maintenance - Rehabilitation of roadway  |             | This project will make repairs to several street segments |     |     |             |              |                                |                 |
| Limits  | FISCAL YEAR | FUND TYPE   | ENG | ROW | CON/IMP     | O&M          | TOTAL                          | TOTAL ESCALATED |
| See Project Notes   |             |   |     |     |             |              |                                |                 |
| Project Notes<br><br>Street segments include: 1)Knott Ave- Lampson to Chapman 2)Chapman Ave- Harbor to Lewis 3)Valley View St- 22Fwy to City Limits 4)Brookhurst St- Hazard to Westminster 5)Trask Ave- Harbor to Fairview 6) Dale St- Garden Grove to Lampson 7)Garden Grove Blvd- Magnolia to Gilbert 8)Yockey St- Westminster to Trask 9)Yockey St- Trask to Garden Grove Blvd 10)Garden Grove Blvd- Magnolia to Gilbert 11) Ward St- Hazard to Morningside 12)Wakefield Ave- Euclid to City Limits 13)Lampson Ave- City Limits to Valley View 14)Lampson Ave- Springdale to Knott | 2024        | Measure M2 Local Fairshare                                | \$0 | \$0 | \$985,191   | \$0          | \$985,191                      | \$1,014,747     |
|   | 2024        | Traffic Impact Fees                                       | \$0 | \$0 | \$1,025,000 | \$0          | \$1,025,000                    | \$1,055,750     |
|   | 2024        | General Fund  | \$0 | \$0 | \$1,000,000 | \$0          | \$1,000,000                    | \$1,030,000     |
|   | 2024        | Developer   | \$0 | \$0 | \$0         | \$0          | \$0                            | \$0             |
|   | 2024        | Gas Tax   | \$0 | \$0 | \$200,000   | \$0          | \$200,000                      | \$206,000       |
|   | 2025        | Traffic Impact Fees                                       | \$0 | \$0 | \$500,000   | \$0          | \$500,000                      | \$530,450       |
|   | 2025        | Measure M2 Local Fairshare                                | \$0 | \$0 | \$2,852,008 | \$0          | \$2,852,008                    | \$3,025,695     |
|   | 2025        | Gas Tax   | \$0 | \$0 | \$3,831,426 | \$0          | \$3,831,426                    | \$4,064,760     |
|   | Totals:     |   |     | \$0 | \$0         | \$10,393,625 | \$0                            | \$10,393,625    |
| Last Revised: 23-00 - In Progress   |             |   |     |     |             |              | Total Programmed: \$10,393,625 |                 |

| TIP ID   CP-12185   |  | IMPLEMENTING AGENCY   Garden Grove, City of  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|--|
| Local Project Number: CP1383000   |  | Project Title  |  |  |  |  |  |  |
| Additional Project IDs:   |  | Brookhurst/Orangewood - Traffic Signal Modifications   |  |  |  |  |  |  |
| Type of Work:   Traffic Signals   |  | Project Description  |  |  |  |  |  |  |
| Type of Work Description:   Traffic Signals - Install new traffic signals and equipment |  | This project will upgrade existing traffic signals to current standards and add protected left turn phasing for east and west approaches at the Brookhurst St/Orangewood Ave intersection. |  |  |  |  |  |  |
| Limits  |  | <div><div>FISCAL YEAR</div><div>FUND TYPE</div><div>ENG</div><div>ROW</div><div>CON/IMP</div><div>O&amp;M</div><div>TOTAL</div><div>TOTAL ESCALATED</div></div>                            |  |  |  |  |  |  |
| Brookhurst Ave/Orangewood St Intersection   |  | 2025   Other   \$0   \$0   \$250,000   \$0   \$250,000   \$265,225   |  |  |  |  |  |  |
| Project Notes   |  |  |  |  |  |  |  |  |
| Other Funding- Red Light Camera Fees revenue.   |  |  |  |  |  |  |  |  |
|   |  | <div>Totals: \$0   \$0   \$250,000   \$0   \$250,000   \$265,225</div>   |  |  |  |  |  |  |
| Last Revised: 23-00 - In Progress   |  | Total Programmed: \$250,000  |  |  |  |  |  |  |

| TIP ID  |  | CP-12186  |  | IMPLEMENTING AGENCY |  |             |  |     | Garden Grove, City of |           |  |     |  |           |  |                 |  |
|---|--|---|--|---------------------|--|-------------|--|-----|-----------------------|-----------|--|-----|--|-----------|--|-----------------|--|
| Local Project Number: CP1384000   |  | Project Title   |  |                     |  |             |  |     |                       |           |  |     |  |           |  |                 |  |
| Additional Project IDs:   |  | Brookhurst/Woodbury - Traffic Signal Modifications  |  |                     |  |             |  |     |                       |           |  |     |  |           |  |                 |  |
| Type of Work: Traffic Signals   |  | Project Description   |  |                     |  |             |  |     |                       |           |  |     |  |           |  |                 |  |
| Type of Work Description: Traffic Signals - Install new traffic signals and equipment |  | This project will upgrade existing traffic signals to current standards and add protected left turn phasing for east and west approaches at the Brookhurst St/Woodbury Ave intersection |  |                     |  |             |  |     |                       |           |  |     |  |           |  |                 |  |
| Limits  |  | FISCAL YEAR   |  | FUND TYPE           |  | ENG         |  | ROW |                       | CON/IMP   |  | O&M |  | TOTAL     |  | TOTAL ESCALATED |  |
| Brookhurst St/Woodbury Ave intersection   |  | 2025  |  | Other               |  | \$0         |  | \$0 |                       | \$400,000 |  | \$0 |  | \$400,000 |  | \$424,360       |  |
| Project Notes   |  |   |  |                     |  |             |  |     |                       |           |  |     |  |           |  |                 |  |
| Other funding- Red Light Camera Fees revenue.   |  |   |  |                     |  |             |  |     |                       |           |  |     |  |           |  |                 |  |
|   |  |   |  |                     |  | Totals: \$0 |  | \$0 |                       | \$400,000 |  | \$0 |  | \$400,000 |  | \$424,360       |  |
| Last Revised: 23-00 - In Progress   |  | Total Programmed: \$400,000   |  |                     |  |             |  |     |                       |           |  |     |  |           |  |                 |  |

| TIP ID   |  | CP-11552  |  | IMPLEMENTING AGENCY        |  |             |  | Garden Grove, City of |  |           |  |     |  |           |  |                 |                             |  |
|--|--|---|--|----------------------------|--|-------------|--|-----------------------|--|-----------|--|-----|--|-----------|--|-----------------|-----------------------------|--|
| Local Project Number: CP1341000  |  | Project Title   |  |                            |  |             |  |                       |  |           |  |     |  |           |  |                 |                             |  |
| Additional Project IDs:  |  | Chapman Avenue Rehabilitation   |  |                            |  |             |  |                       |  |           |  |     |  |           |  |                 |                             |  |
| Type of Work: Road Maintenance   |  | Project Description   |  |                            |  |             |  |                       |  |           |  |     |  |           |  |                 |                             |  |
| Type of Work Description: Road Maintenance - Rehabilitation of roadway |  | The Project will rehabilitate Chapman Avenue from Springdale Street to Western Avenue |  |                            |  |             |  |                       |  |           |  |     |  |           |  |                 |                             |  |
| Limits   |  | FISCAL YEAR   |  | FUND TYPE                  |  | ENG         |  | ROW                   |  | CON/IMP   |  | O&M |  | TOTAL     |  | TOTAL ESCALATED |                             |  |
| On Chapman Avenue from Springdale Street to Western Avenue             |  | 2024  |  | Measure M2 Local Fairshare |  | \$0         |  | \$0                   |  | \$400,000 |  | \$0 |  | \$400,000 |  | \$412,000       |                             |  |
| Project Notes  |  | 2024  |  | Gas Tax                    |  | \$0         |  | \$0                   |  | \$350,000 |  | \$0 |  | \$350,000 |  | \$360,500       |                             |  |
|  |  |   |  |                            |  | Totals: \$0 |  | \$0                   |  | \$750,000 |  | \$0 |  | \$750,000 |  | \$772,500       |                             |  |
| Last Revised: 23-00 - In Progress                                      |  |   |  |                            |  |             |  |                       |  |           |  |     |  |           |  |                 | Total Programmed: \$750,000 |  |

| TIP ID  |  | CP-11566 |  | IMPLEMENTING AGENCY  |  |  |  |  |  | Garden Grove, City of |  |
|---|--|----------|--|--|--|--|--|--|--|-----------------------|--|
| Local Project Number: 1115451520  |  |          |  | Project Title  |  |  |  |  |  |                       |  |
| Additional Project IDs:   |  |          |  | Concrete Replacement Capital   |  |  |  |  |  |                       |  |
| Type of Work: Pedestrian  |  |          |  | Project Description  |  |  |  |  |  |                       |  |
| Type of Work Description: Pedestrian - Reconstruction or rehabilitation of sidewalk |  |          |  | The City will repair residential sidewalks, driveway approaches, wheel chair ramps, and cross gutters at locations citywide. |  |  |  |  |  |                       |  |
| Limits  |  |          |  |  |  |  |  |  |  |                       |  |
| Citywide  |  |          |  |  |  |  |  |  |  |                       |  |
| Project Notes   |  |          |  |  |  |  |  |  |  |                       |  |
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| TIP ID CP-12097  |  | IMPLEMENTING AGENCY Garden Grove, City of                                 |  |  |  |  |  |  |  |
|--|--|---|--|--|--|--|--|--|--|
| Local Project Number: CP1356000  |  | Project Title   |  |  |  |  |  |  |  |
| Additional Project IDs:  |  | FY2023-24 Arterial Rehabilitation Projects                                |  |  |  |  |  |  |  |
| Type of Work: Road Maintenance   |  | Project Description   |  |  |  |  |  |  |  |
| Type of Work Description: Road Maintenance - Rehabilitation of roadway   |  | This project will make repairs to various streets throughout Garden Grove |  |  |  |  |  |  |  |
| Limits   |  |   |  |  |  |  |  |  |  |
| See Project Notes  |  |   |  |  |  |  |  |  |  |
| Project Notes  |  |   |  |  |  |  |  |  |  |
| Street segments include: 1)Trask Ave- Benton to Euclid 2)Haster St- Lampson to Chapmen 3)Garden Grove Blvd- Gilbert to Brookhurst 4)Springdale- Lampson to Chapmen 5)West St- Lampson to Chapmen 6)Lampson- Euclid to 9th 8)Lampson- 9th to West 9)Buaro St- Lampson to Harbor |  |   |  |  |  |  |  |  |  |
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| TIP ID  |  | CP-12188 |  | IMPLEMENTING AGENCY   |  |  |  |  |  | Garden Grove, City of |  |
|---|--|----------|--|---|--|--|--|--|--|-----------------------|--|
| Local Project Number:                                       |  |          |  | Project Title   |  |  |  |  |  |                       |  |
| Additional Project IDs:                                     |  |          |  | Flood Control Channel Improvements  |  |  |  |  |  |                       |  |
| Type of Work: Safety  |  |          |  | Project Description   |  |  |  |  |  |                       |  |
| Type of Work Description: Safety - Improve roadway drainage |  |          |  | This project will remove and replace failed and damaged concrete, including saw cutting and grading various section of 4" thick concrete slabs.                 |  |  |  |  |  |                       |  |
| Limits  |  |          |  | <div><div>FISCAL YEAR</div><div>FUND TYPE</div><div>ENG</div><div>ROW</div><div>CON/IMP</div><div>O&amp;M</div><div>TOTAL</div><div>TOTAL ESCALATED</div></div> |  |  |  |  |  |                       |  |
| Valley View Channel, Belgrave Channel, and Emerald Channel  |  |          |  | <div><div>2024</div><div>General Fund</div><div>\$0</div><div>\$0</div><div>\$820,000</div><div>\$0</div><div>\$820,000</div><div>\$844,600</div></div>         |  |  |  |  |  |                       |  |
| Project Notes   |  |          |  | <div><div>Totals:</div><div>\$0</div><div>\$0</div><div>\$820,000</div><div>\$0</div><div>\$820,000</div><div>\$844,600</div></div>                             |  |  |  |  |  |                       |  |
| Last Revised: 23-00 - In Progress                           |  |          |  | Total Programmed: \$820,000   |  |  |  |  |  |                       |  |

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| TIP ID   CP-11939   |  | IMPLEMENTING AGENCY   Garden Grove, City of  |  |  |  |  |  |  |  |
| Local Project Number: CP1346000   |  | Project Title  |  |  |  |  |  |  |  |
| Additional Project IDs:   |  | Garden Grove /Newland Traffic Signal Modifications   |  |  |  |  |  |  |  |
| Type of Work:   Traffic Signals   |  | Project Description  |  |  |  |  |  |  |  |
| Type of Work Description:   Traffic Signals - Replace and upgrade traffic signals and equipment |  | The project will upgrade existing traffic signal to current standards and add protected left turn phasing for east and west approaches at the Garden Grove Blvd./Newland St. intersection. |  |  |  |  |  |  |  |
| Limits  |  |  |  |  |  |  |  |  |  |
| Garden Grove Blvd and Newland St  |  |  |  |  |  |  |  |  |  |
| Project Notes   |  |  |  |  |  |  |  |  |  |
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**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

|          |   |        |               |
|----------|---|--------|---------------|
| To:      | Lisa L. Kim   | From:  | Patricia Song |
| Dept.:   | City Manager  | Dept.: | Finance       |
| Subject: | Approval of writing off certain delinquent obligations owed to the City as uncollectible debt. ( <i>Action Item</i> ) | Date:  | 6/13/2023     |

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**OBJECTIVE**

To request that the City Council approve certain delinquent obligations owed to the City in excess of \$10,000 as uncollectible debt.

**BACKGROUND**

The City's Finance Department maintains a billing system that records and keeps track of amounts owed to the City (Accounts Receivable). Occasionally, the responsible party does not pay and the amount becomes delinquent. Resolution 9666-20 provides authority to the Finance Director to use available lawful methods to obtain prompt and full recovery of all amounts owed to the City, and outlines how uncollectable debt may be written off. Delinquent obligations owed to the City in excess of \$10,000 may be written off as uncollectible debt with the approval from the City Council.

After exhausting good faith efforts in collecting the receivables, a debt owed to the City is considered uncollectible if one or more of the following criteria is met:

- The debtor is deceased;
- The debtor cannot be identified;
- The debtor cannot be found;
- The debtor has no assets;
- The statute of limitations to pursue a legal remedy for collection has passed.

The write-off of uncollectible receivables is a standard practice to maintain accurate accounting information and is required by both accounting principles and auditing standards.

**DISCUSSION**

Included in Fiscal Year 2022-23's request for the City Council to approve the write-off of the uncollectible debt owed to the City are eight delinquent accounts, each with a balance over \$10,000. The total aggregated amount to be written off is \$536,991.82. The eight accounts are:

| Account Name                     | Amount Owed  | Description of Debt         |
|----------------------------------|--------------|-----------------------------|
| 1. Inn Keepers Hospitality       | \$10,654.18  | Water service               |
| 2. American Apparel Knit & Dye   | \$239,365.71 | Water service               |
| 3. West Coast Textile, Inc.      | \$191,458.57 | Water service               |
| 4. Hernandez-Lopez, Mario Miguel | \$15,010.00  | Subrogation – DUI           |
| 5. Wilkinson, Laurah Marie       | \$13,805.44  | Subrogation – DUI           |
| 6. Huynh, Trieu Van              | \$13,169.00  | Subrogation – Auto accident |
| 7. Eagle, Christian Luehu        | \$13,073.02  | Subrogation – Auto accident |
| 8. Rodriguez Jr, Stephen Paul    | \$40,455.90  | Subrogation – Auto accident |

A total of \$441,478.46 were attributable to three commercial water customers who had filed bankruptcy between the years of 2010 and 2019. The remaining \$95,513.36 included five subrogation cases where either DUI or traffic accidents were involved, which costed City resources including first responder and damage to various city properties. All five cases are over two years old.

Collection efforts were exhausted for the above cases, by both staff and the City's third party administrator. Staff therefore is requesting the City Council to approve the write-off of these delinquent accounts as uncollectible debt, to prepare for the Fiscal Year 2022-23 year-end close process.

#### FINANCIAL IMPACT

The requested write-offs totaled \$536,991.82. These amounts were initially recognized as revenue and receivables in the prior fiscal years. Due to their delinquent status, the amounts were recorded as "allowance for uncollectible account". Approving the write-off of these accounts will not have an impact to the current year's revenue. The related records including the write-offs will continue to be maintained in our billing system.

#### RECOMMENDATION

It is recommended that the City Council:

- Approve the write-off of the above eight accounts for a total of \$536,991.82, as uncollectible debt for Fiscal Year 2022-23.

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Lisa L. Kim From: Patricia Song  
Dept.: City Manager Dept.: Finance  
Subject: Receive and file warrants. Date: 6/13/2023  
(*Action Item*)

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Attached are the warrants recommended to be received and filed.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> | <b>File Name</b> |
|--------------------|--------------------|-------------|------------------|
| Warrants           | 6/8/2023           | Warrants    | 05262023_PR.pdf  |

City of Garden Grove  
Certificate of Warrants  
Register Date:  
Between May 18, 2023 and Jun 1, 2023

This is to certify the demands covered by EFT numbers 00023289 through 00023935 and check numbers 00185367 through 00185389 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note:



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Finance Director  
Patricia Song



**CITY OF GARDEN GROVE**  
**GGFEFM002 Warrant Register Payroll**  
**Check Dates Between May 18, 2023 and Jun 1, 2023**

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**PY - Payroll**

**Check Type: CHK**

| Check    | Vendor # | Vendor Name          | Issue Date         | Check Amount       |
|----------|----------|----------------------|--------------------|--------------------|
| 00185367 | E05035   | NGUYEN, TAN V        | 06/01/2023         | \$49.27            |
| 00185368 | E00977   | BELAIR, DIANE        | 06/01/2023         | \$2,453.28         |
| 00185369 | E05110   | BARAJAS, GEMMA A     | 06/01/2023         | \$414.27           |
| 00185370 | E05125   | BUI, RUBY            | 06/01/2023         | \$72.84            |
| 00185371 | E04930   | CHOW, IRIS L         | 06/01/2023         | \$58.27            |
| 00185372 | E05127   | FLORES, ERIKA        | 06/01/2023         | \$138.40           |
| 00185373 | E05133   | GONZALEZ, NADIA V    | 06/01/2023         | \$625.87           |
| 00185374 | E05128   | NAEA, IRIANNA M      | 06/01/2023         | \$152.96           |
| 00185375 | E05126   | NGO, Y N             | 06/01/2023         | \$138.40           |
| 00185376 | E04936   | NGUYEN, BRENDAN L    | 06/01/2023         | \$51.79            |
| 00185377 | E05124   | NGUYEN, KAYLA H      | 06/01/2023         | \$493.94           |
| 00185378 | E05120   | NGUYEN, VICKY        | 06/01/2023         | \$167.31           |
| 00185379 | E05132   | PENA, SVEN C         | 06/01/2023         | \$50.99            |
| 00185380 | E05130   | REYNOLDS, SARABETH A | 06/01/2023         | \$138.40           |
| 00185381 | E05118   | RODRIGUEZ, JOSHUA R  | 06/01/2023         | \$509.88           |
| 00185382 | E05105   | RODRIGUEZ, ROGER     | 06/01/2023         | \$750.66           |
| 00185383 | E05131   | TRAN, NGOC DIEM      | 06/01/2023         | \$517.16           |
| 00185384 | E05123   | TRAN, VINCENT G      | 06/01/2023         | \$119.51           |
| 00185385 | E05111   | NGUYEN, HAU D        | 06/01/2023         | \$247.66           |
| 00185386 | E05113   | ARAUJO, ANTONIO      | 06/01/2023         | \$385.25           |
| 00185387 | E03529   | ROCHA, MICHAEL F     | 06/01/2023         | \$2,170.46         |
| 00185388 | E05067   | SANCHEZ, MARTIN      | 06/01/2023         | \$799.88           |
| 00185389 | E03446   | JIMENEZ, VIDAL       | 06/01/2023         | \$1,812.03         |
|          |          |                      | <b>CHK - Total</b> | <b>\$12,318.48</b> |

**Check Type: EFT**

| Check    | Vendor # | Vendor Name             | Issue Date | Check Amount |
|----------|----------|-------------------------|------------|--------------|
| 00023289 | E05083   | BRITTON, CODY W         | 05/23/2023 | \$1,832.76   |
| 00023290 | E05088   | DOAN, THOMMY            | 05/23/2023 | \$1,896.46   |
| 00023291 | E05084   | NAKANO HITZKE, SARAH V  | 05/23/2023 | \$1,522.17   |
| 00023292 | E04730   | VU, TYLER D             | 05/23/2023 | \$1,838.68   |
| 00023293 | E03973   | AVILA, VERONICA         | 06/01/2023 | \$2,772.70   |
| 00023294 | E04755   | BRIETIGAM III, GEORGE S | 06/01/2023 | \$778.36     |

**CITY OF GARDEN GROVE**  
**GGFEFM002 Warrant Register Payroll**  
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| Check    | Vendor # | Vendor Name                | Issue Date | Check Amount |
|----------|----------|----------------------------|------------|--------------|
| 00023295 | E02788   | DAVIS, JEFFREY P           | 06/01/2023 | \$1,733.97   |
| 00023296 | E05080   | DOVINH, JOSEPH T           | 06/01/2023 | \$736.14     |
| 00023297 | E04994   | GREENUP, BREANNA C         | 06/01/2023 | \$889.37     |
| 00023298 | E00803   | HADDAD, PAMELA M           | 06/01/2023 | \$2,040.62   |
| 00023299 | E03612   | JONES, STEVEN R            | 06/01/2023 | \$454.38     |
| 00023300 | E04442   | KIM, LISA L                | 06/01/2023 | \$7,632.99   |
| 00023301 | E04131   | KIM, NOELLE N              | 06/01/2023 | \$3,080.09   |
| 00023302 | E04536   | KLOPFENSTEIN, STEPHANIE L  | 06/01/2023 | \$616.09     |
| 00023303 | E05072   | LOPEZ, CARLOS              | 06/01/2023 | \$1,885.32   |
| 00023304 | E02787   | MORAN, MARIE L             | 06/01/2023 | \$2,850.07   |
| 00023305 | E04537   | NGUYEN, KIM B              | 06/01/2023 | \$717.63     |
| 00023306 | E04534   | ONEILL, JOHN R             | 06/01/2023 | \$793.68     |
| 00023307 | E04528   | PARK, SHAWN S              | 06/01/2023 | \$2,792.35   |
| 00023308 | E04443   | POLLOCK, AMANDA M          | 06/01/2023 | \$2,027.58   |
| 00023309 | E06945   | POMEROY, TERESA L          | 06/01/2023 | \$3,831.37   |
| 00023310 | E01964   | PULIDO, ANA E              | 06/01/2023 | \$4,598.97   |
| 00023311 | E05057   | SATO, MICH I               | 06/01/2023 | \$2,509.87   |
| 00023312 | E00564   | STIPE, MARIA A             | 06/01/2023 | \$7,632.03   |
| 00023313 | E03715   | THAI, KRISTY H             | 06/01/2023 | \$2,521.37   |
| 00023314 | E05079   | TRAN, CINDY NGOC           | 06/01/2023 | \$793.89     |
| 00023315 | E03983   | VASQUEZ, LIZABETH C        | 06/01/2023 | \$3,331.46   |
| 00023316 | E04971   | VITAL, ANDREA              | 06/01/2023 | \$1,789.03   |
| 00023317 | E04230   | WIMMER, MISSY M            | 06/01/2023 | \$1,755.20   |
| 00023318 | E04944   | ANDERSON CAMBA, ASHLEIGH R | 06/01/2023 | \$2,190.95   |
| 00023319 | E04764   | BRADLEY, JANNA K           | 06/01/2023 | \$2,581.21   |
| 00023320 | E03766   | CERDA, MARY C              | 06/01/2023 | \$2,290.07   |
| 00023321 | E04673   | HART, BRANDI M             | 06/01/2023 | \$938.85     |
| 00023322 | E04363   | KWAN, LIANE Y              | 06/01/2023 | \$3,656.74   |
| 00023323 | E01985   | LEE, JANY H                | 06/01/2023 | \$4,291.29   |
| 00023324 | E03420   | PROCTOR, SHERRILL A        | 06/01/2023 | \$2,500.69   |
| 00023325 | E05078   | SANCHEZ, GIOVANNI P        | 06/01/2023 | \$2,101.63   |
| 00023326 | E04417   | STEPHENSON, CAITLYN M      | 06/01/2023 | \$2,192.15   |
| 00023327 | E02115   | STOVER, LAURA J            | 06/01/2023 | \$5,363.01   |
| 00023328 | E05082   | YIN, ARTHUR                | 06/01/2023 | \$2,106.46   |
| 00023329 | E04445   | BROWN, KAREN J             | 06/01/2023 | \$1,090.73   |

**CITY OF GARDEN GROVE**  
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|----------|----------|--------------------------|------------|--------------|
| 00023330 | E03313   | BUI, AI N                | 06/01/2023 | \$184.78     |
| 00023331 | E05068   | CASTELLON, ALVARO A      | 06/01/2023 | \$4,228.41   |
| 00023332 | E04961   | CHAO, VICTORIA           | 06/01/2023 | \$1,601.21   |
| 00023333 | E03686   | CHAVEZ, JAIME F          | 06/01/2023 | \$1,682.30   |
| 00023334 | E03760   | CHUNG, JANET J           | 06/01/2023 | \$2,823.09   |
| 00023335 | E05094   | CORTEZ, ELIZABETH M.     | 06/01/2023 | \$2,100.28   |
| 00023336 | E04957   | CURTSEIT, MARIA          | 06/01/2023 | \$2,010.94   |
| 00023337 | E04960   | FUKAZAWA, KEISUKE        | 06/01/2023 | \$2,085.56   |
| 00023338 | E05055   | GAMINO, LINDA M          | 06/01/2023 | \$1,411.24   |
| 00023339 | E03134   | GARCIA, SYLVIA           | 06/01/2023 | \$2,636.45   |
| 00023340 | E03877   | GOMEZ, STEVEN E          | 06/01/2023 | \$1,267.81   |
| 00023341 | E03429   | GULLEY, SUSAN J          | 06/01/2023 | \$772.03     |
| 00023342 | E03016   | HERNANDEZ, GARY F        | 06/01/2023 | \$1,774.99   |
| 00023343 | E04569   | HOFFMAN, CORINNE L       | 06/01/2023 | \$2,454.22   |
| 00023344 | E04968   | HONG, SEUNGBUM           | 06/01/2023 | \$1,721.66   |
| 00023345 | E04959   | LE, KENNETH H            | 06/01/2023 | \$1,488.66   |
| 00023346 | E00057   | MANALANSAN, NEAL M       | 06/01/2023 | \$2,135.42   |
| 00023347 | E01668   | MAY, ROBERT W            | 06/01/2023 | \$1,689.56   |
| 00023348 | E01393   | MENDEZ, ANGELA M         | 06/01/2023 | \$2,128.97   |
| 00023349 | E03628   | MENDOZA, CHRISTI C       | 06/01/2023 | \$1,964.89   |
| 00023350 | E04958   | NGO, TINA                | 06/01/2023 | \$2,687.13   |
| 00023351 | E04838   | NIGATU, SELAMAWIT        | 06/01/2023 | \$2,905.06   |
| 00023352 | E02429   | PHAM, ANH                | 06/01/2023 | \$1,858.09   |
| 00023353 | E03610   | RAMIREZ, EVA             | 06/01/2023 | \$2,105.07   |
| 00023354 | E04973   | RAMOS, NANCY             | 06/01/2023 | \$2,937.77   |
| 00023355 | E05097   | RODRIGUEZ, SEBASTIAN     | 06/01/2023 | \$2,004.04   |
| 00023356 | E03539   | SEGAWA, SANDRA E         | 06/01/2023 | \$3,823.72   |
| 00023357 | E04780   | SONG, YUAN               | 06/01/2023 | \$5,424.76   |
| 00023358 | E04859   | VO, MY TRA               | 06/01/2023 | \$3,139.35   |
| 00023359 | E03433   | WESTON, RETA J           | 06/01/2023 | \$1,318.53   |
| 00023360 | E04674   | WHITTAKER DEGEN, HELEN E | 06/01/2023 | \$726.29     |
| 00023361 | E04527   | YOO, MEENA               | 06/01/2023 | \$2,259.57   |
| 00023362 | E04493   | ANDREWS, STEVEN F        | 06/01/2023 | \$2,648.19   |
| 00023363 | E00845   | CHANG, TERENCE S         | 06/01/2023 | \$3,148.51   |
| 00023364 | E05091   | ENCISO, MARIA VERONICA M | 06/01/2023 | \$2,030.40   |

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| 00023365 | E03498   | ESPINOZA, VERNA L        | 06/01/2023 | \$2,661.12   |
| 00023366 | E04523   | GALLO, CESAR             | 06/01/2023 | \$4,779.97   |
| 00023367 | E04415   | GOLD, ANNA L             | 06/01/2023 | \$2,187.01   |
| 00023368 | E04713   | HINGCO, ERNIE E          | 06/01/2023 | \$2,059.62   |
| 00023369 | E02617   | KLOESS, GEOFFREY A       | 06/01/2023 | \$4,330.82   |
| 00023370 | E03571   | MORAGRAAN, RACHOT        | 06/01/2023 | \$4,121.47   |
| 00023371 | E05071   | OCHOA, NICOLAS E         | 06/01/2023 | \$2,479.19   |
| 00023372 | E01277   | PROFFITT, NOEL J         | 06/01/2023 | \$3,675.77   |
| 00023373 | E01901   | RAO, ANAND V             | 06/01/2023 | \$5,916.45   |
| 00023374 | E05027   | SANCHEZ MENDOZA, ALFREDO | 06/01/2023 | \$2,128.42   |
| 00023375 | E05073   | SEYMOUR, DAVID M         | 06/01/2023 | \$1,013.90   |
| 00023376 | E04395   | SWANSON, MATTHEW T       | 06/01/2023 | \$2,026.30   |
| 00023377 | E01674   | VALENZUELA, ANTHONY      | 06/01/2023 | \$1,749.94   |
| 00023378 | E00809   | VICTORIA, ROD T          | 06/01/2023 | \$2,559.17   |
| 00023379 | E03014   | WILDER, CANDY G          | 06/01/2023 | \$2,272.22   |
| 00023380 | E03509   | WINSTON, TERREL KEITH    | 06/01/2023 | \$3,208.95   |
| 00023381 | E03725   | ABU HAMDIYYAH, AMEENAH   | 06/01/2023 | \$2,099.21   |
| 00023382 | E02996   | ASHLEIGH, JULIE A        | 06/01/2023 | \$2,124.16   |
| 00023383 | E05099   | BECK, CRAIG A            | 06/01/2023 | \$4,084.67   |
| 00023384 | E03601   | CHUNG, CHRISTOPHER       | 06/01/2023 | \$3,160.51   |
| 00023385 | E00128   | CRAMER, RITA M           | 06/01/2023 | \$2,774.11   |
| 00023386 | E04394   | DAHLHEIMER, BRYSON T     | 06/01/2023 | \$2,974.18   |
| 00023387 | E04879   | DAKE, RYAN J             | 06/01/2023 | \$2,301.94   |
| 00023388 | E04578   | DENT, DAVID A            | 06/01/2023 | \$4,636.21   |
| 00023389 | E03531   | HERNANDEZ, RALPH V       | 06/01/2023 | \$2,392.94   |
| 00023390 | E04855   | HERRERA JR, ARMANDO      | 06/01/2023 | \$486.42     |
| 00023391 | E03410   | HODSON, AARON J          | 06/01/2023 | \$2,328.64   |
| 00023392 | E04716   | KASKLA, PRIIT J          | 06/01/2023 | \$2,364.91   |
| 00023393 | E04490   | LY, HUONG Q              | 06/01/2023 | \$2,389.45   |
| 00023394 | E04194   | MARTINEZ, MARIA L        | 06/01/2023 | \$2,843.87   |
| 00023395 | E03044   | MOORE, JUDITH A          | 06/01/2023 | \$2,237.85   |
| 00023396 | E04635   | NGUYEN, PHU T            | 06/01/2023 | \$4,000.71   |
| 00023397 | E02842   | PARRA, MARIA C           | 06/01/2023 | \$3,776.62   |
| 00023398 | E04992   | ROBLES, ALFONSO          | 06/01/2023 | \$2,487.44   |
| 00023399 | E04862   | TRAN, JAKE P             | 06/01/2023 | \$2,059.02   |

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|----------|----------|----------------------------|------------|--------------|
| 00023400 | E05048   | TUONG, NGHIA T             | 06/01/2023 | \$2,268.12   |
| 00023401 | E05053   | VU, VINNY X                | 06/01/2023 | \$1,757.22   |
| 00023402 | E03643   | ALVARADO, YOLANDA A        | 06/01/2023 | \$1,895.72   |
| 00023403 | E05009   | ALVAREZ, CYNTHIA           | 06/01/2023 | \$383.26     |
| 00023404 | E04390   | AMBRIZ, STEPHANIE          | 06/01/2023 | \$540.72     |
| 00023405 | E04978   | AVINA, MIKAYLA M           | 06/01/2023 | \$680.92     |
| 00023406 | E04771   | BAILOR, REBECCA J          | 06/01/2023 | \$668.58     |
| 00023407 | E04988   | BAUTISTA, BRENDA           | 06/01/2023 | \$2,036.59   |
| 00023408 | E04262   | BEARD, ALEX C              | 06/01/2023 | \$865.79     |
| 00023409 | E04929   | BENITEZ, LIZBETH           | 06/01/2023 | \$278.84     |
| 00023410 | E02658   | CAMARENA, RACHEL M         | 06/01/2023 | \$2,270.65   |
| 00023411 | E01588   | CAMARENA, RENE             | 06/01/2023 | \$2,393.63   |
| 00023412 | E01902   | CASILLAS, VICTORIA M       | 06/01/2023 | \$2,089.75   |
| 00023413 | E05101   | CASTANEDA, LILIANA         | 06/01/2023 | \$703.25     |
| 00023414 | E05058   | CATAQUIZ, CHARLIZE N       | 06/01/2023 | \$451.61     |
| 00023415 | E03304   | CHUMACERO, DEANNA M        | 06/01/2023 | \$1,324.04   |
| 00023416 | E04611   | CROSS, AMANDA D            | 06/01/2023 | \$2,026.17   |
| 00023417 | E04814   | DE ROSAS, VICTOR           | 06/01/2023 | \$52.58      |
| 00023418 | E04688   | DELGADO CHAVEZ, MARLY      | 06/01/2023 | \$310.71     |
| 00023419 | E04653   | DIAZ, GABRIELA             | 06/01/2023 | \$840.72     |
| 00023420 | E05013   | DINH, TIFFANY              | 06/01/2023 | \$557.16     |
| 00023421 | E05107   | DO, HUY T                  | 06/01/2023 | \$625.87     |
| 00023422 | E05090   | ESCARENO, MELISSA          | 06/01/2023 | \$451.61     |
| 00023423 | E02120   | FRAUSTO, LUIZ F            | 06/01/2023 | \$274.34     |
| 00023424 | E04679   | FREEMAN, MARK C            | 06/01/2023 | \$3,646.73   |
| 00023425 | E05019   | FUENTES, DIANA             | 06/01/2023 | \$624.94     |
| 00023426 | E04481   | GARCIA, JARED D            | 06/01/2023 | \$608.59     |
| 00023427 | E04253   | GARCIA, VANESSA L          | 06/01/2023 | \$566.91     |
| 00023428 | E05069   | GARCIA, VERONICA           | 06/01/2023 | \$199.17     |
| 00023429 | E03337   | GODDARD, JENNIFER DANIELLE | 06/01/2023 | \$2,766.79   |
| 00023430 | E04982   | GONZALEZ, KATHERYN         | 06/01/2023 | \$462.08     |
| 00023431 | E00940   | GRANT, JACOB R             | 06/01/2023 | \$2,168.17   |
| 00023432 | E04967   | HASHEMI, SETAREH           | 06/01/2023 | \$607.98     |
| 00023433 | E01687   | HOLER, KIMBERLY K          | 06/01/2023 | \$598.13     |
| 00023434 | E05129   | HUTCHINSON, ZOE M          | 06/01/2023 | \$127.47     |

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| 00023435 | E05032   | LEE, JASON J               | 06/01/2023 | \$485.98     |
| 00023436 | E04682   | LOPEZ, KALYSTA N           | 06/01/2023 | \$21.85      |
| 00023437 | E03603   | MA AE, ELAINE M            | 06/01/2023 | \$3,132.36   |
| 00023438 | E05014   | MARIN, AMANDA T            | 06/01/2023 | \$101.98     |
| 00023439 | E01552   | MEDINA, JESUS              | 06/01/2023 | \$1,804.06   |
| 00023440 | E00455   | MEDINA, JUAN               | 06/01/2023 | \$2,416.10   |
| 00023441 | E04925   | MENDOZA, JESSICA           | 06/01/2023 | \$291.36     |
| 00023442 | E02808   | MONTANCHEZ, JOHN A         | 06/01/2023 | \$9,706.51   |
| 00023443 | E05022   | MUNOZ, JULIANNE I          | 06/01/2023 | \$63.73      |
| 00023444 | E05044   | NADEAU, RYANN E            | 06/01/2023 | \$596.42     |
| 00023445 | E04947   | NGUYEN, ALEXANDER H        | 06/01/2023 | \$480.74     |
| 00023446 | E05108   | NGUYEN, JORDAN V           | 06/01/2023 | \$679.63     |
| 00023447 | E05052   | NGUYEN, RYAN N             | 06/01/2023 | \$51.79      |
| 00023448 | E04391   | NICHOLAS, NOEL N           | 06/01/2023 | \$1,549.19   |
| 00023449 | E04931   | NODAL, NATALIE             | 06/01/2023 | \$530.98     |
| 00023450 | E00785   | OCADIZ HERNANDEZ, GABRIELA | 06/01/2023 | \$4,440.01   |
| 00023451 | E04965   | ORDUNO, SAMANTHA           | 06/01/2023 | \$615.20     |
| 00023452 | E03361   | PELAYO, JANET E            | 06/01/2023 | \$3,922.19   |
| 00023453 | E04777   | PHAN, EDOUARD T            | 06/01/2023 | \$435.33     |
| 00023454 | E03893   | PICKRELL, ARIELLE          | 06/01/2023 | \$1,766.73   |
| 00023455 | E05116   | PRADO, ALEXA               | 06/01/2023 | \$532.82     |
| 00023456 | E04463   | PUILOA, SHADY S            | 06/01/2023 | \$63.32      |
| 00023457 | E02754   | REYNOSO, SUGEIRY           | 06/01/2023 | \$2,663.10   |
| 00023458 | E04646   | RIVERA, CATIA J            | 06/01/2023 | \$131.11     |
| 00023459 | E05103   | RODRIGUEZ, MATTHEW S       | 06/01/2023 | \$953.70     |
| 00023460 | E03362   | ROMERO, MARINA Y           | 06/01/2023 | \$2,088.12   |
| 00023461 | E04684   | ROSALES, MARIA D           | 06/01/2023 | \$709.49     |
| 00023462 | E04614   | ROSAS, TANYA               | 06/01/2023 | \$470.04     |
| 00023463 | E04933   | ROSAS, VANESSA             | 06/01/2023 | \$242.56     |
| 00023464 | E04620   | SALDIVAR, DIANA            | 06/01/2023 | \$262.32     |
| 00023465 | E01893   | SAUCEDO, DANA MARIE        | 06/01/2023 | \$2,527.06   |
| 00023466 | E00925   | SCHLUMBERGER, EMERON J     | 06/01/2023 | \$1,079.81   |
| 00023467 | E04926   | SERNA, SAMANTHA M          | 06/01/2023 | \$340.75     |
| 00023468 | E05016   | SIERRA, AILEEN S           | 06/01/2023 | \$80.12      |
| 00023469 | E04795   | SIEVE, MYCHAELLA J         | 06/01/2023 | \$601.94     |

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| 00023470 | E04927   | SINGER, LAUREN ROSE EMIKO N | 06/01/2023 | \$131.11     |
| 00023471 | E03895   | SMITH, REBECCA S            | 06/01/2023 | \$358.51     |
| 00023472 | E04376   | SMITH, SARAH L              | 06/01/2023 | \$1,343.98   |
| 00023473 | E04798   | TANG, ETHAN                 | 06/01/2023 | \$360.18     |
| 00023474 | E05030   | TRIGGS, MARY SHANNON        | 06/01/2023 | \$366.73     |
| 00023475 | E04924   | TU, KATHY                   | 06/01/2023 | \$517.16     |
| 00023476 | E01396   | VALDIVIA, CLAUDIA           | 06/01/2023 | \$3,496.96   |
| 00023477 | E00015   | VAN SICKLE, JEFFREY         | 06/01/2023 | \$2,660.19   |
| 00023478 | E04687   | VARGAS, SAMANTHA B          | 06/01/2023 | \$624.17     |
| 00023479 | E05046   | VARGAS-CABRERA, ARMANDO     | 06/01/2023 | \$58.27      |
| 00023480 | E05017   | VARGAS-SERNA, KELLY         | 06/01/2023 | \$43.70      |
| 00023481 | E03085   | VICTORIA, PAUL E            | 06/01/2023 | \$1,505.83   |
| 00023482 | E05117   | VILLALPANDO, MIA F          | 06/01/2023 | \$532.82     |
| 00023483 | E05018   | VILLEGAS, MIA A             | 06/01/2023 | \$254.94     |
| 00023484 | E04609   | VIRAMONTES, JACOB D         | 06/01/2023 | \$789.35     |
| 00023485 | E04274   | WILMES, DAVID M             | 06/01/2023 | \$402.48     |
| 00023486 | E05070   | XOOL VARGAS, RUDY G         | 06/01/2023 | \$247.66     |
| 00023487 | E05076   | XU, CHARLIE                 | 06/01/2023 | \$240.37     |
| 00023488 | E03819   | ALAMILLO, MARCOS R          | 06/01/2023 | \$3,937.34   |
| 00023489 | E03712   | ALARCON, CLAUDIA            | 06/01/2023 | \$3,575.20   |
| 00023490 | E03616   | ALCARAZ, MARIA A            | 06/01/2023 | \$2,440.22   |
| 00023491 | E00121   | ALLISON, WILLIAM            | 06/01/2023 | \$5,510.31   |
| 00023492 | E04873   | ALVARADO, MADELINE M        | 06/01/2023 | \$1,890.05   |
| 00023493 | E04080   | ALVAREZ BROWN, RICHARD A    | 06/01/2023 | \$3,338.90   |
| 00023494 | E05028   | AMAYA, JOSE J               | 06/01/2023 | \$2,295.28   |
| 00023495 | E03011   | ANDERSON, BOBBY B           | 06/01/2023 | \$3,398.17   |
| 00023496 | E05040   | ARCHULETA, ANDREW M         | 06/01/2023 | \$2,356.66   |
| 00023497 | E01234   | ARELLANO, PEDRO R           | 06/01/2023 | \$4,245.64   |
| 00023498 | E04875   | ARROYO, SANDRA M            | 06/01/2023 | \$2,148.16   |
| 00023499 | E04497   | ASHBAUGH, TIMOTHY R         | 06/01/2023 | \$3,145.56   |
| 00023500 | E03397   | ASHBY, PAUL W               | 06/01/2023 | \$3,572.55   |
| 00023501 | E04719   | ATWOOD, MARIA S             | 06/01/2023 | \$2,105.16   |
| 00023502 | E04613   | AVALOS JR, FRANCISCO        | 06/01/2023 | \$2,335.51   |
| 00023503 | E04550   | BAEK, SHARON S              | 06/01/2023 | \$2,478.47   |
| 00023504 | E05062   | BAEZ, JASMIN                | 06/01/2023 | \$799.36     |

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| 00023505 | E04209   | BAINTO, JUDY A             | 06/01/2023 | \$578.01     |
| 00023506 | E04778   | BAKER, COLLIN E            | 06/01/2023 | \$3,112.25   |
| 00023507 | E03005   | BANKSON, JOHN F            | 06/01/2023 | \$4,201.94   |
| 00023508 | E04645   | BARRAZA, RENE              | 06/01/2023 | \$3,457.64   |
| 00023509 | E05041   | BARRIOS-ROA, JAYDE D.      | 06/01/2023 | \$2,201.02   |
| 00023510 | E04432   | BEHZAD, JOSHUA K           | 06/01/2023 | \$2,596.70   |
| 00023511 | E04951   | BELLO, ANGELICA            | 06/01/2023 | \$2,111.80   |
| 00023512 | E04976   | BELTHIUS, TYLER E          | 06/01/2023 | \$827.69     |
| 00023513 | E04753   | BERENGER, BEAU A           | 06/01/2023 | \$3,660.73   |
| 00023514 | E03296   | BERESFORD, EVAN S          | 06/01/2023 | \$3,953.26   |
| 00023515 | E01604   | BERLETH, RYAN S            | 06/01/2023 | \$2,224.49   |
| 00023516 | E03443   | BLUM, JAMES A              | 06/01/2023 | \$3,085.16   |
| 00023517 | E03363   | BOWEN, GENA M              | 06/01/2023 | \$1,842.81   |
| 00023518 | E04767   | BOWMAN, TROY F             | 06/01/2023 | \$3,736.14   |
| 00023519 | E04963   | BOYENS III, ROBERT         | 06/01/2023 | \$2,984.75   |
| 00023520 | E00946   | BROME, KAREN D             | 06/01/2023 | \$2,196.29   |
| 00023521 | E04803   | BRANTNER, BRITTANEE N      | 06/01/2023 | \$1,669.87   |
| 00023522 | E05083   | BRITTON, CODY W            | 06/01/2023 | \$1,832.76   |
| 00023523 | E03380   | BROWN, JEFFREY A           | 06/01/2023 | \$5,795.12   |
| 00023524 | E03968   | BRUNICK, CARISSA L         | 06/01/2023 | \$1,986.62   |
| 00023525 | E05074   | BUJANONDA, CHANON          | 06/01/2023 | \$2,597.74   |
| 00023526 | E02031   | BURILLO, RICHARD O         | 06/01/2023 | \$5,145.26   |
| 00023527 | E03972   | BUSTILLOS, RYAN V          | 06/01/2023 | \$2,954.37   |
| 00023528 | E05077   | CAGLE, RONALD L            | 06/01/2023 | \$1,853.55   |
| 00023529 | E03964   | CAMARA, DANIEL A           | 06/01/2023 | \$2,651.22   |
| 00023530 | E04074   | CAMPOS, JESENIA            | 06/01/2023 | \$2,481.58   |
| 00023531 | E03739   | CAPPS, THOMAS A            | 06/01/2023 | \$3,818.14   |
| 00023532 | E05002   | CARBALLO, MILTON A         | 06/01/2023 | \$2,669.37   |
| 00023533 | E02372   | CENTENO, JUAN C            | 06/01/2023 | \$4,908.96   |
| 00023534 | E03607   | CHANG, DAVID Y H           | 06/01/2023 | \$1,918.82   |
| 00023535 | E04867   | CHAPPELL, SHYLER R.D.      | 06/01/2023 | \$2,198.38   |
| 00023536 | E03481   | CHAURAN HAIRGROVE, TAMMY L | 06/01/2023 | \$3,054.70   |
| 00023537 | E04498   | CHEATHAM, JEROME L         | 06/01/2023 | \$2,909.40   |
| 00023538 | E01541   | CHO, HAN J                 | 06/01/2023 | \$2,854.23   |
| 00023539 | E03423   | CHOWDHURY, JACINTA F       | 06/01/2023 | \$1,830.97   |



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| 00023540 | E04414   | CHUNG, RANDY G               | 06/01/2023 | \$223.06     |
| 00023541 | E00003   | CIBOSKY, COURTNEY P          | 06/01/2023 | \$3,162.88   |
| 00023542 | E04539   | CLASBY JR, BRIAN M           | 06/01/2023 | \$124.76     |
| 00023543 | E04872   | CORNETT, KRISTINA L          | 06/01/2023 | \$2,083.06   |
| 00023544 | E04832   | CORTEZ JR, DARRYL B          | 06/01/2023 | \$2,710.97   |
| 00023545 | E04666   | CORTEZ, JULIO C              | 06/01/2023 | \$2,798.57   |
| 00023546 | E01875   | COUGHRAN, ADAM B             | 06/01/2023 | \$299.24     |
| 00023547 | E01796   | COULTER, GARY L              | 06/01/2023 | \$3,219.26   |
| 00023548 | E04555   | CRUZ, REYNA                  | 06/01/2023 | \$1,957.00   |
| 00023549 | E01364   | DALTON, BRIAN D              | 06/01/2023 | \$4,471.80   |
| 00023550 | E04874   | DANG, JOHN                   | 06/01/2023 | \$867.35     |
| 00023551 | E04503   | DAVILA, ISAAC                | 06/01/2023 | \$2,504.12   |
| 00023552 | E04431   | DE ALMEIDA LOPES, NICHOLAS A | 06/01/2023 | \$4,955.43   |
| 00023553 | E04731   | DE PADUA, TANNER C           | 06/01/2023 | \$2,045.08   |
| 00023554 | E03691   | DELGADO JR, JUAN L           | 06/01/2023 | \$4,170.78   |
| 00023555 | E03395   | DIX, JENNIFER A              | 06/01/2023 | \$2,660.62   |
| 00023556 | E05088   | DOAN, THOMMY                 | 06/01/2023 | \$1,949.51   |
| 00023557 | E02313   | DOSCHER, RONALD A            | 06/01/2023 | \$3,317.41   |
| 00023558 | E04586   | DOVEAS, CHRISTOPHER C        | 06/01/2023 | \$277.74     |
| 00023559 | E04281   | DRISCOLL, RUSSELL B          | 06/01/2023 | \$2,366.67   |
| 00023560 | E04844   | DUARTE, TAYLOR M             | 06/01/2023 | \$3,255.11   |
| 00023561 | E04720   | DUDLEY, BROD D               | 06/01/2023 | \$3,292.40   |
| 00023562 | E03625   | EARLE, CHRISTOPHER M         | 06/01/2023 | \$3,457.27   |
| 00023563 | E03740   | EL FARRA, AMIR A             | 06/01/2023 | \$5,858.38   |
| 00023564 | E03927   | ELHAMI, MICHAEL K            | 06/01/2023 | \$5,441.68   |
| 00023565 | E03933   | ELIZONDO, BENJAMIN M         | 06/01/2023 | \$3,353.65   |
| 00023566 | E04016   | ELIZONDO, FLOR DE LIS        | 06/01/2023 | \$2,603.21   |
| 00023567 | E01598   | ELSOUSOU, HELENA             | 06/01/2023 | \$3,059.29   |
| 00023568 | E02708   | ENRIQUEZ, JOHN G             | 06/01/2023 | \$1,128.45   |
| 00023569 | E02734   | ESCALANTE, OTTO J            | 06/01/2023 | \$10,814.13  |
| 00023570 | E04334   | ESCOBEDO, JOSHUA N           | 06/01/2023 | \$5,834.86   |
| 00023571 | E02724   | ESTLOW, STEPHEN C            | 06/01/2023 | \$3,147.56   |
| 00023572 | E04358   | ESTRADA MONSANTO, MICHELLE N | 06/01/2023 | \$2,820.41   |
| 00023573 | E04748   | FAJARDO, JESUS               | 06/01/2023 | \$0.00       |
| 00023574 | E04303   | FERREIRA JR, HECTOR          | 06/01/2023 | \$2,753.48   |

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| 00023575 | E01663   | FERRIN, KORY C         | 06/01/2023 | \$4,139.55   |
| 00023576 | E03976   | FIGUEREDO, GEORGE R    | 06/01/2023 | \$3,910.77   |
| 00023577 | E04774   | FLINN, PATRICIA C      | 06/01/2023 | \$2,957.25   |
| 00023578 | E02887   | FOSTER, VICTORIA M     | 06/01/2023 | \$1,536.44   |
| 00023579 | E04033   | FRANCISCO, KATHERINE M | 06/01/2023 | \$2,337.73   |
| 00023580 | E02963   | FRANKS, JAMES D        | 06/01/2023 | \$3,114.50   |
| 00023581 | E04747   | FRESENIUS, ROBERT D    | 06/01/2023 | \$2,597.69   |
| 00023582 | E00903   | FRUTOS, VERONICA       | 06/01/2023 | \$2,261.86   |
| 00023583 | E04729   | GARCIA, JOSEPH A       | 06/01/2023 | \$2,282.85   |
| 00023584 | E03086   | GARCIA, PETE           | 06/01/2023 | \$4,181.75   |
| 00023585 | E03659   | GARNER, AMANDA B       | 06/01/2023 | \$525.39     |
| 00023586 | E02606   | GEORGE, DAVID L        | 06/01/2023 | \$2,152.81   |
| 00023587 | E04351   | GERDIN, MICHAEL E      | 06/01/2023 | \$3,111.69   |
| 00023588 | E04542   | GIFFORD, ROBERT J      | 06/01/2023 | \$3,088.22   |
| 00023589 | E04658   | GIRGENTI, BRIAN C      | 06/01/2023 | \$3,826.39   |
| 00023590 | E04401   | GLEASON, SEAN M        | 06/01/2023 | \$2,862.16   |
| 00023591 | E04917   | GOMEZ, JESUS           | 06/01/2023 | \$2,344.89   |
| 00023592 | E04863   | GONZALEZ JR, GONZALO   | 06/01/2023 | \$3,556.10   |
| 00023593 | E05003   | HA, DANNY              | 06/01/2023 | \$2,783.76   |
| 00023594 | E04732   | HADDEN, TRAVIS J       | 06/01/2023 | \$2,638.94   |
| 00023595 | E04787   | HALEY, KYLE N          | 06/01/2023 | \$2,502.50   |
| 00023596 | E03527   | HALLER, TROY           | 06/01/2023 | \$4,548.90   |
| 00023597 | E03402   | HEINE, STEVEN H        | 06/01/2023 | \$4,916.14   |
| 00023598 | E02469   | HERRERA, JOSE D        | 06/01/2023 | \$8,598.00   |
| 00023599 | E04244   | HINGCO, PINKY C        | 06/01/2023 | \$2,990.16   |
| 00023600 | E03713   | HOLLOWAY, WILLIAM T    | 06/01/2023 | \$4,308.77   |
| 00023601 | E04739   | HOWARD, JASON A        | 06/01/2023 | \$3,255.58   |
| 00023602 | E04654   | HURLEY, KIRK P         | 06/01/2023 | \$3,379.88   |
| 00023603 | E04089   | HUTCHINS, DONALD J     | 06/01/2023 | \$3,679.87   |
| 00023604 | E03815   | HUYNH, AI KELLY        | 06/01/2023 | \$2,388.78   |
| 00023605 | E03559   | HUYNH, THI A           | 06/01/2023 | \$3,052.36   |
| 00023606 | E04915   | ITURRALDE, JENNIFER L  | 06/01/2023 | \$1,048.32   |
| 00023607 | E04583   | JENSEN, MICHAEL J      | 06/01/2023 | \$3,840.08   |
| 00023608 | E02935   | JENSEN, NICKOLAS K     | 06/01/2023 | \$3,899.73   |
| 00023609 | E04587   | JIMENEZ JR, EFRAIN A   | 06/01/2023 | \$3,090.52   |

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|----------|----------|---------------------------|------------|--------------|
| 00023610 | E04781   | JIMENEZ TAVAREZ, SERGIO J | 06/01/2023 | \$2,409.05   |
| 00023611 | E04655   | JOHNSON, CODY M           | 06/01/2023 | \$2,537.98   |
| 00023612 | E03368   | JOHNSON, JASON L          | 06/01/2023 | \$3,680.60   |
| 00023613 | E03831   | JORDAN, GERALD F          | 06/01/2023 | \$3,677.05   |
| 00023614 | E04444   | JULIENNE, PATRICK R       | 06/01/2023 | \$3,241.46   |
| 00023615 | E04460   | KAISER, GEORGE R          | 06/01/2023 | \$1,289.02   |
| 00023616 | E04559   | KELLEY, KRISTOFER D       | 06/01/2023 | \$3,309.83   |
| 00023617 | E04353   | KEUILIAN, SHELBY          | 06/01/2023 | \$2,276.51   |
| 00023618 | E04663   | KIM, CHAD B               | 06/01/2023 | \$2,547.70   |
| 00023619 | E04641   | KIM, EDWARD K             | 06/01/2023 | \$139.52     |
| 00023620 | E04538   | KIMBERLY, ALLYSON L       | 06/01/2023 | \$1,784.43   |
| 00023621 | E03932   | KIVLER, ROBERT J          | 06/01/2023 | \$2,640.79   |
| 00023622 | E03389   | KOLANO, JOSEPH L          | 06/01/2023 | \$3,853.16   |
| 00023623 | E03294   | KOVACS, LEA K             | 06/01/2023 | \$3,041.34   |
| 00023624 | E05000   | KOVACS, TIMOTHY M         | 06/01/2023 | \$2,456.46   |
| 00023625 | E04669   | KOVACS, TIMOTHY P         | 06/01/2023 | \$4,788.74   |
| 00023626 | E03484   | KUNKEL, PETER M           | 06/01/2023 | \$6,435.49   |
| 00023627 | E04804   | LADD, LAUREN M            | 06/01/2023 | \$2,171.77   |
| 00023628 | E04857   | LANG, MICHAEL J           | 06/01/2023 | \$3,595.36   |
| 00023629 | E03511   | LAZENBY, NICHOLAS A       | 06/01/2023 | \$3,416.22   |
| 00023630 | E04877   | LE, BAO TINH THI          | 06/01/2023 | \$2,012.72   |
| 00023631 | E04021   | LEE, RAPHAEL M            | 06/01/2023 | \$3,145.69   |
| 00023632 | E04970   | LEIVA, EDUARDO C          | 06/01/2023 | \$5,459.50   |
| 00023633 | E03488   | LEYVA, ERICK              | 06/01/2023 | \$4,281.13   |
| 00023634 | E04541   | LINK, DEREK M             | 06/01/2023 | \$3,864.97   |
| 00023635 | E00030   | LOERA JR, RAFAEL          | 06/01/2023 | \$4,414.30   |
| 00023636 | E05033   | LOFFLER, CHARLES H        | 06/01/2023 | \$4,765.94   |
| 00023637 | E02645   | LOPEZ, DAVID              | 06/01/2023 | \$4,484.41   |
| 00023638 | E05066   | LORD, MARK A              | 06/01/2023 | \$5,287.53   |
| 00023639 | E04581   | LOWEN, BRADLEY A          | 06/01/2023 | \$3,186.79   |
| 00023640 | E04761   | LUCATERO, JESSE A         | 06/01/2023 | \$2,671.49   |
| 00023641 | E00027   | LUKAS, STEVEN W           | 06/01/2023 | \$2,316.08   |
| 00023642 | E04048   | LUX, ROBERT D             | 06/01/2023 | \$2,567.28   |
| 00023643 | E03663   | LUX, RYAN M               | 06/01/2023 | \$4,650.81   |
| 00023644 | E04772   | LY, LINDALINH THU         | 06/01/2023 | \$2,250.87   |

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| 00023645 | E04661   | MACHUCA, ROBERTO           | 06/01/2023 | \$3,125.46   |
| 00023646 | E03752   | MACY, TAYLOR A             | 06/01/2023 | \$3,285.42   |
| 00023647 | E04532   | MANIACI, GIANLUCA F        | 06/01/2023 | \$4,549.89   |
| 00023648 | E04435   | MARCHAND, MATTHEW P        | 06/01/2023 | \$4,739.52   |
| 00023649 | E01359   | MARTINEZ JR, MARIO         | 06/01/2023 | \$6,075.12   |
| 00023650 | E04974   | MARTINEZ, JUANITA PATRICIA | 06/01/2023 | \$2,580.98   |
| 00023651 | E02792   | MATA, RAQUEL D             | 06/01/2023 | \$1,210.87   |
| 00023652 | E04656   | MAZON, JORGE L             | 06/01/2023 | \$2,791.59   |
| 00023653 | E02796   | MCFARLANE, MARIA C         | 06/01/2023 | \$3,189.18   |
| 00023654 | E06761   | MEEKS, REBECCA S           | 06/01/2023 | \$4,068.21   |
| 00023655 | E03826   | MEERS, BRYAN J             | 06/01/2023 | \$3,277.96   |
| 00023656 | E02655   | MENDOZA CAMPOS, MELISSA    | 06/01/2023 | \$2,743.70   |
| 00023657 | E04402   | MERRILL, KENNETH E         | 06/01/2023 | \$283.95     |
| 00023658 | E03965   | MIHALIK, DANNY J           | 06/01/2023 | \$3,073.65   |
| 00023659 | E04865   | MORIN, LINDA M             | 06/01/2023 | \$3,212.07   |
| 00023660 | E04352   | MORSE, JEREMY N            | 06/01/2023 | \$3,188.82   |
| 00023661 | E01940   | MORTON, NATHAN D           | 06/01/2023 | \$4,513.96   |
| 00023662 | E04454   | MOSER, MICHAEL A           | 06/01/2023 | \$1,891.40   |
| 00023663 | E03929   | MURILLO JR, RAUL           | 06/01/2023 | \$4,462.72   |
| 00023664 | E04626   | MURO, JASON M              | 06/01/2023 | \$3,059.90   |
| 00023665 | E04577   | MUSCHETTO, PATRICK J       | 06/01/2023 | \$2,047.58   |
| 00023666 | E03422   | NADOLSKI, THOMAS R         | 06/01/2023 | \$2,574.84   |
| 00023667 | E05084   | NAKANO HITZKE, SARAH V     | 06/01/2023 | \$1,522.17   |
| 00023668 | E04111   | NEELY, JACOB J             | 06/01/2023 | \$2,408.16   |
| 00023669 | E02813   | NGUYEN, TRINA T            | 06/01/2023 | \$1,919.02   |
| 00023670 | E04540   | NIKOLIC, ADAM C            | 06/01/2023 | \$4,145.38   |
| 00023671 | E05054   | NUNEZ, BREANNE S           | 06/01/2023 | \$2,188.53   |
| 00023672 | E03350   | OLIVO, JOSHUA T            | 06/01/2023 | \$4,288.79   |
| 00023673 | E04035   | ORTIZ, STEVEN TRUJILLO     | 06/01/2023 | \$3,421.79   |
| 00023674 | E03427   | PANELLA, JOSEPH N          | 06/01/2023 | \$2,363.17   |
| 00023675 | E04910   | PAQUA, BRANDON J           | 06/01/2023 | \$2,342.14   |
| 00023676 | E01948   | PARK, BRANDY J             | 06/01/2023 | \$2,874.75   |
| 00023677 | E02995   | PAYAN, CRISTINA V          | 06/01/2023 | \$2,434.51   |
| 00023678 | E00824   | PAYAN, LUIS A              | 06/01/2023 | \$5,139.03   |
| 00023679 | E04843   | PEREZ, EMMANUEL            | 06/01/2023 | \$2,854.12   |

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| 00023680 | E00145   | PERKINS, JASON S        | 06/01/2023 | \$4,772.75   |
| 00023681 | E04429   | PHAM, PHILLIP H         | 06/01/2023 | \$3,157.48   |
| 00023682 | E06938   | PLUARD, DOUGLAS A       | 06/01/2023 | \$5,149.64   |
| 00023683 | E03299   | POLOPEK, COREY T        | 06/01/2023 | \$3,815.66   |
| 00023684 | E05050   | QUANG, DENNIS           | 06/01/2023 | \$2,425.45   |
| 00023685 | E04788   | QUIROZ, LUIS A          | 06/01/2023 | \$2,004.70   |
| 00023686 | E05100   | RAABE, MATTHEW A        | 06/01/2023 | \$2,764.49   |
| 00023687 | E03967   | RAMIREZ OROZCO, SINDY   | 06/01/2023 | \$3,162.97   |
| 00023688 | E04955   | RAMIREZ, KAYLYN C       | 06/01/2023 | \$1,567.22   |
| 00023689 | E03390   | RAMIREZ, LUIS F         | 06/01/2023 | \$3,987.08   |
| 00023690 | E05021   | RAMIREZ, TERRA M        | 06/01/2023 | \$3,073.29   |
| 00023691 | E05049   | RAMOS, DAVID N          | 06/01/2023 | \$2,859.57   |
| 00023692 | E04914   | RAMOS, RODOLFO B        | 06/01/2023 | \$616.05     |
| 00023693 | E03217   | RANEY, JOHN E           | 06/01/2023 | \$4,047.71   |
| 00023694 | E04941   | RASMUSSEN, TRENTON L    | 06/01/2023 | \$2,023.12   |
| 00023695 | E04659   | REED, THOMAS S          | 06/01/2023 | \$2,508.23   |
| 00023696 | E03486   | REYES, RON A            | 06/01/2023 | \$3,287.45   |
| 00023697 | E04911   | RICHARDS, BRYANT D      | 06/01/2023 | \$2,257.19   |
| 00023698 | E04437   | RICHMOND, RYAN R        | 06/01/2023 | \$4,492.88   |
| 00023699 | E04860   | ROCHA, RUDY A           | 06/01/2023 | \$825.46     |
| 00023700 | E04738   | RODRIGUEZ, DANIEL       | 06/01/2023 | \$3,095.14   |
| 00023701 | E04082   | RODRIGUEZ, JENNIFER M   | 06/01/2023 | \$2,333.81   |
| 00023702 | E05001   | RODRIGUEZ, RYAN ELIJAH  | 06/01/2023 | \$2,241.51   |
| 00023703 | E04438   | ROGERS, CHRISTIN E      | 06/01/2023 | \$3,913.71   |
| 00023704 | E04385   | ROJAS, ASHLEY C         | 06/01/2023 | \$2,321.39   |
| 00023705 | E04507   | ROMBOUGH, JENNIFER V    | 06/01/2023 | \$2,105.68   |
| 00023706 | E04552   | RUZIECKI, ERIC T        | 06/01/2023 | \$3,681.76   |
| 00023707 | E02845   | SALAZAR, SEAN M         | 06/01/2023 | \$3,341.02   |
| 00023708 | E04845   | SALGADO JR., ALFREDO    | 06/01/2023 | \$2,409.89   |
| 00023709 | E03297   | SAMOFF, TANYA L         | 06/01/2023 | \$2,638.27   |
| 00023710 | E02646   | SANTANA, LINO G         | 06/01/2023 | \$5,547.82   |
| 00023711 | E05086   | SEELY, BRITTANY L       | 06/01/2023 | \$550.61     |
| 00023712 | E03035   | SEYMOUR, SUSAN A I      | 06/01/2023 | \$2,627.32   |
| 00023713 | E04282   | SHELGREN, CHRISTOPHER M | 06/01/2023 | \$4,624.24   |
| 00023714 | E04616   | SHIPLEY, AARON T        | 06/01/2023 | \$2,604.15   |

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| 00023715 | E02937   | SHORROW, NICOLE D        | 06/01/2023 | \$2,820.11   |
| 00023716 | E04864   | SILVA, LEVI JOENIEL      | 06/01/2023 | \$2,341.31   |
| 00023717 | E04576   | SIMONS, SHAYLEN L        | 06/01/2023 | \$2,720.32   |
| 00023718 | E04934   | SLETTVET, HEATHER P      | 06/01/2023 | \$3,166.75   |
| 00023719 | E02587   | SOSEBEE, DANNY J         | 06/01/2023 | \$3,161.24   |
| 00023720 | E03563   | SPELLMAN, MARSHA D       | 06/01/2023 | \$2,762.72   |
| 00023721 | E04500   | STAAL, GAREY D           | 06/01/2023 | \$3,650.89   |
| 00023722 | E03218   | STARNES, CHARLES W       | 06/01/2023 | \$4,894.92   |
| 00023723 | E03761   | STEPHENSON III, ROBERT M | 06/01/2023 | \$4,805.74   |
| 00023724 | E04584   | STROUD, BRIAN T          | 06/01/2023 | \$6,400.83   |
| 00023725 | E02979   | TESSIER, PAUL M          | 06/01/2023 | \$3,860.15   |
| 00023726 | E04449   | TRAN, SPENCER T          | 06/01/2023 | \$2,695.52   |
| 00023727 | E02982   | VAICARO, VINCENTE J      | 06/01/2023 | \$4,608.36   |
| 00023728 | E03053   | VALENCIA, EDGAR          | 06/01/2023 | \$3,760.93   |
| 00023729 | E04667   | VAUGHN, CALEB I          | 06/01/2023 | \$465.18     |
| 00023730 | E04977   | VAZQUEZ, BRIAN M         | 06/01/2023 | \$903.86     |
| 00023731 | E04434   | VELLANOWETH, KIMBRA S    | 06/01/2023 | \$2,282.41   |
| 00023732 | E04903   | VIGIL, DANIEL C          | 06/01/2023 | \$2,778.93   |
| 00023733 | E03022   | VU, TUONG-VAN NGUYEN     | 06/01/2023 | \$2,246.59   |
| 00023734 | E04730   | VU, TYLER D              | 06/01/2023 | \$1,893.50   |
| 00023735 | E01905   | WAINWRIGHT, JONATHAN B   | 06/01/2023 | \$3,599.63   |
| 00023736 | E03220   | WARDLE, DENNIS           | 06/01/2023 | \$3,486.78   |
| 00023737 | E03213   | WARDLE, SANTA            | 06/01/2023 | \$4,063.72   |
| 00023738 | E04758   | WEYKER, CHRYSTAL L       | 06/01/2023 | \$2,433.87   |
| 00023739 | E03930   | WHITNEY, CHERYL L        | 06/01/2023 | \$1,915.45   |
| 00023740 | E03305   | WIMMER, ROYCE C          | 06/01/2023 | \$4,134.41   |
| 00023741 | E04762   | WREN, DANIELLE E         | 06/01/2023 | \$2,915.33   |
| 00023742 | E04763   | WRIGHT, SARAH A          | 06/01/2023 | \$2,705.95   |
| 00023743 | E04856   | XU, DUO                  | 06/01/2023 | \$1,651.19   |
| 00023744 | E03543   | YELENSKY, SHANNON M      | 06/01/2023 | \$1,872.01   |
| 00023745 | E04156   | YERGLER, JOHN J          | 06/01/2023 | \$2,892.59   |
| 00023746 | E04722   | YNIGUEZ, COLE A          | 06/01/2023 | \$2,893.91   |
| 00023747 | E09942   | YOUNG, DAVID C           | 06/01/2023 | \$834.24     |
| 00023748 | E01978   | ZMIJA, ADAM D            | 06/01/2023 | \$3,699.99   |
| 00023749 | E04517   | AGUIRRE, ALFRED J        | 06/01/2023 | \$3,536.42   |

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| 00023750 | E01626   | AGUIRRE, ANSELMO              | 06/01/2023 | \$2,140.99   |
| 00023751 | E04451   | AGUIRRE, ANTHONY U            | 06/01/2023 | \$356.35     |
| 00023752 | E05087   | ALVAREZ, CARLOS J             | 06/01/2023 | \$1,729.11   |
| 00023753 | E04631   | ANDREI, IOAN                  | 06/01/2023 | \$1,190.17   |
| 00023754 | E04678   | BABINSKI IV, SYLVESTER A      | 06/01/2023 | \$2,006.81   |
| 00023755 | E05098   | BARNESE, VINCENZO A           | 06/01/2023 | \$2,923.75   |
| 00023756 | E04336   | BECERRA, RODOLPHO M           | 06/01/2023 | \$2,685.53   |
| 00023757 | E04972   | BECERRA-SAMANIEGO JR, GABRIEL | 06/01/2023 | \$1,819.42   |
| 00023758 | E01255   | BOS, MICHAEL C                | 06/01/2023 | \$2,256.75   |
| 00023759 | E04650   | BUCHLER, RAYMOND A            | 06/01/2023 | \$1,952.68   |
| 00023760 | E01584   | CANDELARIA, DANIEL J          | 06/01/2023 | \$4,557.76   |
| 00023761 | E04300   | CANO, EDGAR A                 | 06/01/2023 | \$2,316.78   |
| 00023762 | E03828   | CANTRELL, JEFFREY G           | 06/01/2023 | \$2,335.76   |
| 00023763 | E05063   | CARRILLO, GEORGE              | 06/01/2023 | \$2,478.44   |
| 00023764 | E03811   | CARRISOZA, ALBERT J           | 06/01/2023 | \$2,417.65   |
| 00023765 | E00916   | CARTER, PHILLIP J             | 06/01/2023 | \$3,457.11   |
| 00023766 | E04869   | CHAVEZ, DAMIAN JESUS          | 06/01/2023 | \$527.31     |
| 00023767 | E04551   | CONTRERAS, GABRIELA R         | 06/01/2023 | \$2,530.87   |
| 00023768 | E03518   | COTTON, JULIE T               | 06/01/2023 | \$1,821.59   |
| 00023769 | E03807   | DE LA ROSA, VINCENT L         | 06/01/2023 | \$3,245.26   |
| 00023770 | E03736   | DIBAJ, KAMYAR                 | 06/01/2023 | \$3,501.78   |
| 00023771 | E02515   | DUVALL, RICK L                | 06/01/2023 | \$2,652.92   |
| 00023772 | E04514   | ESPINOZA, ERIC M              | 06/01/2023 | \$2,090.31   |
| 00023773 | E03733   | ESPINOZA, JULIA               | 06/01/2023 | \$1,327.25   |
| 00023774 | E05957   | FERNANDEZ, ARYANA C           | 06/01/2023 | \$532.29     |
| 00023775 | E03405   | FERNANDEZ, CECELIA A          | 06/01/2023 | \$1,301.54   |
| 00023776 | E04997   | FLORES, ANTHONY               | 06/01/2023 | \$262.31     |
| 00023777 | E04990   | FLORES, MITCHELL C            | 06/01/2023 | \$1,961.24   |
| 00023778 | E05064   | FOX, LUCAS                    | 06/01/2023 | \$201.64     |
| 00023779 | E05037   | GAINES, JEFFREY S             | 06/01/2023 | \$830.04     |
| 00023780 | E04754   | GARCIA, ALICIA R              | 06/01/2023 | \$1,610.04   |
| 00023781 | E04677   | GIROUARD, CASEY G             | 06/01/2023 | \$1,621.12   |
| 00023782 | E04629   | GOMEZ, DIANA                  | 06/01/2023 | \$1,079.97   |
| 00023783 | E03341   | GONZALEZ, JORGE               | 06/01/2023 | \$1,255.97   |
| 00023784 | E03400   | GREENE, MICHAEL R             | 06/01/2023 | \$2,369.29   |

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| 00023785 | E03685   | GUZMAN, JESSE                | 06/01/2023 | \$2,593.46   |
| 00023786 | E04299   | HANSEN, AARON R              | 06/01/2023 | \$2,046.85   |
| 00023787 | E03523   | HARO, GLORIA A               | 06/01/2023 | \$1,267.53   |
| 00023788 | E03759   | HERNANDEZ, HERMILO           | 06/01/2023 | \$1,472.36   |
| 00023789 | E04622   | HOFER, ALICIA M              | 06/01/2023 | \$2,172.94   |
| 00023790 | E02874   | HOLMON III, ALBERT J         | 06/01/2023 | \$4,021.90   |
| 00023791 | E04347   | HSIEH, NICOLAS C             | 06/01/2023 | \$3,601.46   |
| 00023792 | E03588   | HUYNH, HUY HOA               | 06/01/2023 | \$2,399.32   |
| 00023793 | E04831   | ILFELD, MATTHEW D            | 06/01/2023 | \$1,703.19   |
| 00023794 | E01907   | JACOT, ROSEMARIE             | 06/01/2023 | \$2,317.96   |
| 00023795 | E04296   | JOHNSON, ERIC W              | 06/01/2023 | \$1,700.55   |
| 00023796 | E04979   | JURADO, MICHAEL              | 06/01/2023 | \$1,339.42   |
| 00023797 | E04470   | KAYLOR, BRENT                | 06/01/2023 | \$2,630.83   |
| 00023798 | E04728   | KHALIL, MARK M               | 06/01/2023 | \$2,765.22   |
| 00023799 | E05115   | KOUTSOYANOPULOS, ALDOCHRIS V | 06/01/2023 | \$509.12     |
| 00023800 | E04382   | KWIATKOWSKI, BRYAN D         | 06/01/2023 | \$1,917.99   |
| 00023801 | E02852   | LADNEY, MARK W               | 06/01/2023 | \$2,906.75   |
| 00023802 | E04769   | LAMAS, LEONEL A              | 06/01/2023 | \$1,058.38   |
| 00023803 | E03813   | LEWIS, SHAN L                | 06/01/2023 | \$3,038.05   |
| 00023804 | E03301   | LEYVA, RAUL                  | 06/01/2023 | \$5,847.98   |
| 00023805 | E05065   | LOMELI, JONATHAN             | 06/01/2023 | \$497.10     |
| 00023806 | E05006   | MARQUEZ, STEVEN ADAM         | 06/01/2023 | \$1,970.81   |
| 00023807 | E05364   | MARU, NAVIN B                | 06/01/2023 | \$3,508.00   |
| 00023808 | E04665   | MEJIA, DIEGO A               | 06/01/2023 | \$2,136.11   |
| 00023809 | E03493   | MENDEZ, RIGOBERTO            | 06/01/2023 | \$2,179.21   |
| 00023810 | E04998   | MENDOZA, LAURA               | 06/01/2023 | \$1,014.27   |
| 00023811 | E04724   | MOORE, DOUGLAS A             | 06/01/2023 | \$2,754.64   |
| 00023812 | E04827   | MORELAND, ANDREW J           | 06/01/2023 | \$1,670.59   |
| 00023813 | E04222   | MOSS, DANIEL C               | 06/01/2023 | \$1,501.46   |
| 00023814 | E01243   | MURRAY JR, WILLIAM E         | 06/01/2023 | \$7,618.36   |
| 00023815 | E04634   | NAVARRO, JUAN C              | 06/01/2023 | \$2,910.18   |
| 00023816 | E04969   | ORNELLAS, MICHAEL            | 06/01/2023 | \$1,798.72   |
| 00023817 | E03378   | ORTIZ, STEVEN T              | 06/01/2023 | \$2,551.64   |
| 00023818 | E04999   | ORTUNO, ANIBAL               | 06/01/2023 | \$2,040.04   |
| 00023819 | E05114   | PACE, FRANK D                | 06/01/2023 | \$459.39     |



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|----------|----------|-------------------------|------------|--------------|
| 00023820 | E03754   | PINKSTON, RICHARD L     | 06/01/2023 | \$2,570.91   |
| 00023821 | E04567   | POWELL, AUSTIN H        | 06/01/2023 | \$2,720.78   |
| 00023822 | E03799   | QUIROZ, ROLANDO         | 06/01/2023 | \$3,014.43   |
| 00023823 | E05031   | RAMIREZ, AACIN          | 06/01/2023 | \$2,059.82   |
| 00023824 | E04572   | REED, MELVIN P          | 06/01/2023 | \$2,031.47   |
| 00023825 | E02058   | REYES, DELFRADO C       | 06/01/2023 | \$1,320.07   |
| 00023826 | E04295   | ROBLES, RAFAEL          | 06/01/2023 | \$2,036.61   |
| 00023827 | E04563   | RODRIGUEZ, ADRIANNA M   | 06/01/2023 | \$1,245.58   |
| 00023828 | E05004   | RUELAS, SERGIO          | 06/01/2023 | \$1,648.54   |
| 00023829 | E04289   | SALDIVAR, RICARDO       | 06/01/2023 | \$1,771.36   |
| 00023830 | E04505   | SANTOS, MICHAEL F       | 06/01/2023 | \$3,427.03   |
| 00023831 | E04836   | SOTO, WILLIAM A         | 06/01/2023 | \$1,731.48   |
| 00023832 | E05089   | STAIR, DEAN T           | 06/01/2023 | \$1,216.99   |
| 00023833 | E03091   | SUDDUTH, STEPHEN D      | 06/01/2023 | \$2,604.18   |
| 00023834 | E01625   | TAPIA, LUIS A           | 06/01/2023 | \$2,973.09   |
| 00023835 | E04756   | TARIN, ALEXIS P         | 06/01/2023 | \$2,654.09   |
| 00023836 | E03239   | TAUANU U, STEVE J       | 06/01/2023 | \$2,449.61   |
| 00023837 | E04773   | THURMAN JR, EDWIN O     | 06/01/2023 | \$1,069.84   |
| 00023838 | E08679   | THURMAN, RODERICK       | 06/01/2023 | \$1,946.43   |
| 00023839 | E04825   | TRUJILLO, JOSEPH E      | 06/01/2023 | \$1,606.25   |
| 00023840 | E02482   | UPHUS, MARK P           | 06/01/2023 | \$4,572.83   |
| 00023841 | E03681   | VASQUEZ, JOSE A         | 06/01/2023 | \$2,773.99   |
| 00023842 | E02942   | VERA, EVARISTO          | 06/01/2023 | \$2,464.90   |
| 00023843 | E03727   | VERGARA NEAL, ANA G     | 06/01/2023 | \$2,978.88   |
| 00023844 | E05093   | VIRAMONTES, ALEXANDRA   | 06/01/2023 | \$2,822.51   |
| 00023845 | E01580   | VU, DAI C               | 06/01/2023 | \$4,582.37   |
| 00023846 | E04362   | VU, KHANG L             | 06/01/2023 | \$3,375.68   |
| 00023847 | E03414   | WILLIAMS, HILLARD J     | 06/01/2023 | \$361.12     |
| 00023848 | E04006   | WILLIAMS, RICHARD L     | 06/01/2023 | \$2,503.47   |
| 00023849 | E05023   | YNIGUEZ, KARISSA N      | 06/01/2023 | \$2,364.94   |
| 00023850 | E03436   | ZIEGLER, RICK S         | 06/01/2023 | \$244.29     |
| 00023851 | E03917   | ALLEN, CHRISTOPHER L    | 06/01/2023 | \$72.59      |
| 00023852 | E04163   | AMBRIZ GARCIA, EDWARD D | 06/01/2023 | \$1,469.91   |
| 00023853 | E04784   | BANUELOS, ALEJANDRO     | 06/01/2023 | \$2,595.36   |
| 00023854 | E04063   | BERGER, JAN             | 06/01/2023 | \$2,537.10   |

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| 00023855 | E00651   | BERMUDEZ, ROBERT P   | 06/01/2023 | \$3,527.79   |
| 00023856 | E03495   | BLAS, VICTOR T       | 06/01/2023 | \$2,769.35   |
| 00023857 | E00070   | CANNON, TIM P        | 06/01/2023 | \$4,276.57   |
| 00023858 | E04365   | DAN, CARINA M        | 06/01/2023 | \$1,649.77   |
| 00023859 | E04440   | DAVIS, RYAN H        | 06/01/2023 | \$1,955.13   |
| 00023860 | E03145   | DE LA ROSA, FRANK X  | 06/01/2023 | \$2,680.71   |
| 00023861 | E03051   | DIEMERT, RONALD W    | 06/01/2023 | \$2,893.25   |
| 00023862 | E02718   | ESCOBAR, CHRIS N     | 06/01/2023 | \$2,922.97   |
| 00023863 | E03688   | GLENN, JEREMY J      | 06/01/2023 | \$1,247.57   |
| 00023864 | E01618   | GOMEZ, JOSE          | 06/01/2023 | \$2,424.85   |
| 00023865 | E02701   | GONZALEZ, ALEJANDRO  | 06/01/2023 | \$3,200.70   |
| 00023866 | E03763   | GRIFFIN, LARRY       | 06/01/2023 | \$3,706.82   |
| 00023867 | E04828   | GUERRERO, MICHAEL V  | 06/01/2023 | \$3,449.14   |
| 00023868 | E04018   | HAENDIGES, ROBERT A  | 06/01/2023 | \$2,868.71   |
| 00023869 | E03575   | HART, RYAN S         | 06/01/2023 | \$3,886.88   |
| 00023870 | E03701   | HAYES, WALTER B      | 06/01/2023 | \$3,614.19   |
| 00023871 | E03399   | HOWENSTEIN, FRANK D  | 06/01/2023 | \$2,936.82   |
| 00023872 | E03406   | HUY, EDWARD A        | 06/01/2023 | \$2,256.06   |
| 00023873 | E04782   | JIN, LIYAN           | 06/01/2023 | \$2,626.84   |
| 00023874 | E03534   | KIM, SAMUEL K        | 06/01/2023 | \$4,339.42   |
| 00023875 | E03254   | KIRZHNER, ALLEN G    | 06/01/2023 | \$4,110.29   |
| 00023876 | E05095   | LALLY, JASON T       | 06/01/2023 | \$2,255.14   |
| 00023877 | E03988   | LI, REBECCA PIK KWAN | 06/01/2023 | \$4,113.06   |
| 00023878 | E02063   | MA AE, DAVID         | 06/01/2023 | \$2,203.50   |
| 00023879 | E03249   | MANSON, RAQUEL K     | 06/01/2023 | \$2,844.13   |
| 00023880 | E04837   | MARTINEZ, ALFREDO    | 06/01/2023 | \$1,987.11   |
| 00023881 | E02124   | MEISLAHN, TYLER      | 06/01/2023 | \$2,116.54   |
| 00023882 | E04403   | MONTGOMERY, JESSE K  | 06/01/2023 | \$2,378.92   |
| 00023883 | E04707   | MORRIS, JUSTIN M     | 06/01/2023 | \$2,092.52   |
| 00023884 | E03590   | MOYA JR, STEVEN J    | 06/01/2023 | \$1,847.62   |
| 00023885 | E03519   | MURAD, BASIL G       | 06/01/2023 | \$2,589.67   |
| 00023886 | E03144   | NATLAND, KIRK L      | 06/01/2023 | \$1,838.99   |
| 00023887 | E04291   | NGUYEN, DUC TRUNG    | 06/01/2023 | \$2,371.42   |
| 00023888 | E04904   | NGUYEN, LISA         | 06/01/2023 | \$366.56     |
| 00023889 | E03221   | NICOLAE, CORNELIU    | 06/01/2023 | \$3,127.47   |

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| 00023890 | E04210   | NUNES, BRANDON S        | 06/01/2023 | \$1,942.89   |
| 00023891 | E03923   | ORNELAS, ANDREW I       | 06/01/2023 | \$2,645.34   |
| 00023892 | E03582   | ORTEGA, DAVID A         | 06/01/2023 | \$2,495.81   |
| 00023893 | E03578   | PASILLAS, CELESTINO J   | 06/01/2023 | \$3,139.53   |
| 00023894 | E03170   | PEARSON, WILLIAM F      | 06/01/2023 | \$2,543.88   |
| 00023895 | E04805   | POLIDORI, JESSICA J     | 06/01/2023 | \$3,613.40   |
| 00023896 | E02500   | PORRAS, STEPHEN         | 06/01/2023 | \$3,622.93   |
| 00023897 | E07590   | RUITENSCHILD, LES A     | 06/01/2023 | \$3,426.42   |
| 00023898 | E03926   | RUIZ, JONATHAN          | 06/01/2023 | \$3,102.00   |
| 00023899 | E07690   | SANTOS, ALEXIS          | 06/01/2023 | \$2,113.01   |
| 00023900 | E07692   | SARMIENTO, ADRIAN M     | 06/01/2023 | \$2,736.25   |
| 00023901 | E04956   | SON, TOMMY T            | 06/01/2023 | \$2,083.64   |
| 00023902 | E04301   | TALAMANTES JR, ALBERT   | 06/01/2023 | \$2,306.01   |
| 00023903 | E04121   | TRAN, MINH K            | 06/01/2023 | \$3,068.77   |
| 00023904 | E08881   | VALENZUELA, ALEJANDRO N | 06/01/2023 | \$5,246.71   |
| 00023905 | E01882   | VIRAMONTES, JESSE       | 06/01/2023 | \$2,212.74   |
| 00023906 | E04195   | WOLLAND, RONALD J       | 06/01/2023 | \$1,793.76   |
| 00023907 | E09940   | YERGENSEN, VICTOR K     | 06/01/2023 | \$2,537.34   |
| 00023908 | E09954   | ZAVALA, JOHN            | 06/01/2023 | \$3,308.41   |
| 00023909 | E00740   | BLODGETT, GREG          | 06/01/2023 | \$4,158.64   |
| 00023910 | E01338   | CARRENO, SHAUNA J       | 06/01/2023 | \$2,220.50   |
| 00023911 | E03808   | CHENG, ALANA R          | 06/01/2023 | \$3,588.18   |
| 00023912 | E03353   | COVARRUBIAS, MONICA     | 06/01/2023 | \$3,708.42   |
| 00023913 | E05102   | FLORES CRUZ, LAURA      | 06/01/2023 | \$814.05     |
| 00023914 | E03697   | GUERRERO, PAUL          | 06/01/2023 | \$2,885.04   |
| 00023915 | E04750   | HO, VY D                | 06/01/2023 | \$1,879.10   |
| 00023916 | E04096   | HUYNH, DANNY            | 06/01/2023 | \$4,174.40   |
| 00023917 | E02612   | KLOESS, VILMA C         | 06/01/2023 | \$2,867.45   |
| 00023918 | E01949   | LE, IVY                 | 06/01/2023 | \$2,354.99   |
| 00023919 | E05092   | LE, LINH D              | 06/01/2023 | \$2,185.99   |
| 00023920 | E01280   | LE, TAMMY               | 06/01/2023 | \$1,701.59   |
| 00023921 | E03617   | LEE, GRACE E            | 06/01/2023 | \$2,878.17   |
| 00023922 | E05828   | MIDDENDORF, LINDA       | 06/01/2023 | \$3,342.45   |
| 00023923 | E02895   | MOURE, SVETLANA         | 06/01/2023 | \$2,486.82   |
| 00023924 | E04948   | NGUYEN, HOAI THUONG H   | 06/01/2023 | \$1,745.34   |

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| 00023925 | E03255   | NGUYEN, PHUONG VIEN T | 06/01/2023             | \$2,260.99            |
| 00023926 | E02560   | NGUYEN, QUANG         | 06/01/2023             | \$2,760.47            |
| 00023927 | E01286   | NGUYEN, TINA T        | 06/01/2023             | \$2,176.89            |
| 00023928 | E03541   | PHI, THYANA T         | 06/01/2023             | \$2,803.44            |
| 00023929 | E05106   | ROMERO, ALEX          | 06/01/2023             | \$1,872.42            |
| 00023930 | E04408   | THRONE, TIMOTHY E     | 06/01/2023             | \$2,302.83            |
| 00023931 | E02543   | TO, TANYA L           | 06/01/2023             | \$1,696.07            |
| 00023932 | E01971   | TRAN, CUONG K         | 06/01/2023             | \$2,435.31            |
| 00023933 | E02056   | TRUONG, ELAINE        | 06/01/2023             | \$1,839.20            |
| 00023934 | E02562   | VO, THANH-NGUYEN      | 06/01/2023             | \$1,859.94            |
| 00023935 | E05104   | YANG, DAEUN           | 06/01/2023             | \$2,221.17            |
|          |          |                       | <b>EFT - Total</b>     | <b>\$1,608,811.99</b> |
|          |          |                       | <b>Overall - Total</b> | <b>\$1,621,130.47</b> |

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

|          |  |        |               |
|----------|--|--------|---------------|
| To:      | Lisa L. Kim  | From:  | Patricia Song |
| Dept.:   | City Manager   | Dept.: | Finance       |
| Subject: | Adoption of Resolutions approving the biennial budget for Fiscal Year 2023-24 and Fiscal Year 2024-25.<br>( <i>Action Item</i> ) | Date:  | 6/13/2023     |

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**OBJECTIVE**

For the City Council to conduct a public hearing to consider and adopt Resolutions for the Fiscal Year (FY) 2023-25 biennial budget.

**BACKGROUND**

On May 31, 2023, the City conducted a study session discussing the proposed FY 2023-25 biennial budget. As presented to the City Council, the FY 2023-25 proposed budget for All Funds is \$381.7 million in FY 2023-24 and \$373.1 million in FY 2024-25. This includes General Fund expenditures of \$168.9 million in FY 2023-24 and \$174.3 million in FY 2024-25. The foundation of the budget development is the City Council's priorities which include: addressing homelessness; enhancing public safety; providing economic development and support of local businesses; focusing on infrastructure; providing resources for Code Enforcement; and celebrating cultural diversity.

**DISCUSSION**

*General Fund Revenues*

The General Fund revenues are projected to total \$167.2 million in FY 2023-24 and \$171.6 million in FY 2024-25. The City's top three revenues sources are Property Tax, Sales Tax – including Measure O, and Hotel Visitor's Tax. These tax revenues represent approximately 87%, or \$146.2 million, of the General Fund revenues. As such, the stability of these sources is critical in funding the City's essential programs and services. Although there is an increased economic uncertainty due to global supply chain disruptions, record rates of inflation and the threat of a mild recession, the City's current financial position is stable and staff anticipates the revenues to trend favorably and be within the budget estimates for the next two years. While we remain hopeful and optimistic about these revenue trends, staff will continue to monitor the revenues and any adverse fluctuations in expected trends.

Sales tax, including Measure O revenues are projected at \$60.3 million and \$61.8 million in FY 2023-24 and FY 2024-25, respectively. The State of California's Department of Tax and Fee Administration (CDTFA) disburses monies to counties and cities on a quarterly basis with advances paid monthly. The sales tax is assessed on gross receipts from retail sales of tangible goods at a rate of 7.75%. An additional 1% of transaction tax is collected with the passage of the Measure O in the City. Effective April 1, 2019, the distribution of the tax is as follows: 6.75% to other governmental agencies and 2.0% to the City of Garden Grove – 1% for Bradley-Burns and 1% for Measure O.

Property taxes continue to remain strong and staff is projecting a stable outlook for the next two years, at \$60.9 million for FY2023-24 and \$62.6 million for FY2024-25. The County of Orange administers the disbursement of monies to cities. Out of the property taxes that are generated in Garden Grove, the City receives approximately 11% and the remaining 89% goes to other taxing entities (i.e., County, Schools District, Special Districts and the former Redevelopment Agencies).

The Sales Tax, Measure O and Property Tax are budgeted based on projections provided by the City's consultant along with historical trend analysis.

The City's third largest tax revenue source is the Hotel Visitor's Tax. Hotels throughout the City have rebounded and are now generating a strong recovery from the pandemic. Staff anticipate that this current year's Hotel Visitor's Tax will surpass its pre-COVID level. For FY2023-24 and FY2024-25, staff project the Hotel Visitor's Tax revenue to be \$25.0 million and \$25.8 million, respectively.

The City's other general fund sources, such as various fee-based services, citations, franchise fees, business license, interest income and reimbursements total \$21.0 million for FY 2023-24 and \$21.5 million for FY 2024-25.

Table 1 below summarizes the City's General Fund revenues.

| <b>SOURCES:</b>                | <b>FY 2023-24</b><br><b>(' \$000)</b> | <b>FY 2024-25</b><br><b>(' \$000)</b> |
|--------------------------------|---------------------------------------|---------------------------------------|
| <b>OPERATING REVENUES:</b>     |                                       |                                       |
| SALES TAX                      | \$ 30,639                             | \$ 31,409                             |
| MEASURE O                      | 29,669                                | 30,415                                |
| PROPERTY TAX                   | 60,890                                | 62,596                                |
| HOTEL VISITOR'S TAX            | 25,000                                | 25,750                                |
| OTHER GF REVENUE               | 21,040                                | 21,453                                |
| <b>TOTAL OPERATING REVENUE</b> | <b>\$ 167,238</b>                     | <b>\$ 171,623</b>                     |
| <b>ONE-TIME FUNDING:</b>       |                                       |                                       |
| FY2022-23 SURPLUS              | 1,648                                 | 2,652                                 |
| <b>TOTAL SOURCES</b>           | <b>\$ 168,886</b>                     | <b>\$ 174,275</b>                     |

Table 1 - General Fund Revenue

#### *General Fund Expenditures*

The proposed General Fund budget is balanced and totals \$168.9 million for FY 2023-24 and \$174.3 million for FY 2024-25. The General Fund represents the largest component of the City's budget, and is the main operating fund for the City. The General Fund accounts for sources and uses of resources in the provision of activities, programs and services deemed necessary and desirable by the community. The General Fund supports the City's basic services and essential functions including public safety; recreational, cultural and social services; the maintenance and improvements of the City's infrastructure; the planning and development of the City; and City administration. The proposed General Fund budget includes funding for all salaries and benefits, contracts, commodities, other expenditures (such as contributions to internal service funds and debt service payments), transfers to other funds, and capital improvement.

Table 2 summarizes General Fund expenditures by Department and function.

| <b>General Fund Expenditures</b> | <b>FY 2023-24<br/>('\$000)</b> | <b>FY 2024-25<br/>('\$000)</b> |
|----------------------------------|--------------------------------|--------------------------------|
| <b>CITY ADMINISTRATION</b>       |                                |                                |
| CITY MANAGER                     | \$ 4,222                       | \$ 4,392                       |
| CITY ATTORNEY                    | 1,023                          | 1,074                          |
| FINANCE                          | 4,119                          | 4,294                          |
| HUMAN RESOURCES                  | 2,303                          | 2,353                          |
| INFORMATION TECHNOLOGY           | 833                            | 853                            |
| TOTAL CITY ADMINISTRATION        | 12,500                         | 12,966                         |
| <b>PUBLIC SAFETY - POLICE</b>    | 80,552                         | 84,532                         |
| <b>PUBLIC SAFETY - FIRE</b>      | 31,760                         | 32,966                         |
| <b>PUBLIC WORKS</b>              | 21,621                         | 20,902                         |
| <b>COMMUNITY DEVELOPMENT</b>     | 6,448                          | 6,846                          |
| <b>ECONOMIC DEVELOPMENT</b>      | 6,926                          | 6,724                          |
| <b>COMMUNITY SERVICES</b>        | 6,834                          | 7,092                          |
| <b>NON-DEPARTMENTAL</b>          | 2,245                          | 2,247                          |
| <b>TOTAL USES</b>                | <b>\$ 168,886</b>              | <b>\$ 174,275</b>              |

Table 2 - General Fund Expenditures

The proposed General Fund budget also includes \$13.1 million (\$7.3 million in FY 23-24 & \$5.8 million in FY 24-25) in new funding that will enhance the programs and services provided to our community. These new funding initiatives include:

- Addition of 17 full-time positions to strategically address Council priorities
- Contractual funding for Be Well OC, which provides mobile mental health services
- Flood control channel repair and improvements
- Funding to supplement building, code enforcement and planning services
- Funding for economic development, engineering services, construction management and grant development
- Replacement of critical police equipment
- Enhancements to the City's public facilities and infrastructure
- Upgrades and enhancements in information technology
- Continuation of the City's Pavement Management Acceleration Program
- Traffic and parking enforcement
- Additional funding for tree, streets, and flood control channel maintenance
- Resources for the sidewalk, curb and gutter cleanup program

### *Capital Improvement Plan*

The Capital Improvement Plan (CIP) budget includes funding for arterial and residential street rehabilitation, public facilities/infrastructure, traffic improvements, parks, water, and sewer improvements. These projects are primarily funded by gas taxes, development impact fees, grants, and enterprise funds. The proposed five-year CIP totals \$169 million with close to \$100 million in projects transpiring over the next two fiscal years. The proposed CIP budget for FY 2023-24 is estimated at \$67.7 million and \$30.2 million for FY 2024-25. Included in the proposed biennial CIP budget is funding for arterial street rehabilitation and residential overlay plan; traffic



signal upgrades at 10 intersections; several park equipment upgrades; the rehabilitation of the Navigation Center and the Purcell building; improvements at the Magnolia Reservoirs and Booster pump station; construction of well 19 and water main replacements including hydrants, meters and valves; and, funding is proposed to continue sewer main replacements throughout the City.

### *Other Funds*

Water: The Water Enterprise Fund's proposed budget for FY 2023-24 total \$58.6 million and \$52.8 million for FY 2024-25. The budget includes the continued implementation of the Water Master Plan, capital improvement funding and additional commodity water charges as a result of new PFOA/PFOS regulations. The proposed revenue figures in the Water Budget do not include any rate adjustments. Staff is currently carrying out a Water Rate study and will bring the recommendations for Council consideration in Fall of 2023.

Housing Authority: The Housing Authority's proposed budget for FY 2023-24 is \$49.6 million and \$51.9 million for FY 2024-25. The budget includes funding from the Department of Housing and Urban Development for the Mainstream Vouchers Program and Housing Assistance Program portability. The authority provides rent subsidies for over 2,500 low-income families and provides several outreach activities to tenants and landlords and conduct annual and special inspections of properties.

Other Governmental Funds are comprised primarily of federal, state and county grants for specialized programs, such as the CDBG, CalHOME, AQMD, etc. and funds used to fund the CIP projects such as Gas Tax, Citywide Park Fees, Measure M, etc. The proposed biennial budget includes appropriations for these funds as well as other funds that are specifically listed in the attached resolution.

Internal Service Funds consist of the Fleet, IT, Worker's Compensation, General Liability and Building Rehabilitation funds (listed in the attached resolution). The Internal Service funds account for the acquisition of goods and services provided by one City department to other City departments on a cost-reimbursement basis. The proposed budget for Internal Service Funds is \$28.4 million in FY 2023-24 and \$28.8 million in FY 2024-25.

### *User Fees*

When developing the budget, staff is mindful in ensuring the fiscal health of our fee structure. It is important to adjust the City's fees to be in line with the cost of providing those services. Certain Community Services' fees have not been adjusted in over ten years. Additionally, the proposed fee structure standardizes all classifications so they are consistent across all sections of the schedule. This will ensure all facilities and rentals operate under the same set of regulations and rate structure.

All proposed fee increases were based on two factors. First was the actual costs for providing the program, including labor, contractor, materials and supplies. The second factor was the rates of neighboring cities. This was achieved through a survey of multiple cities in Orange County that were comparable to Garden Grove. The proposed new rates are in the low to mid-range of the comparable cities.

Attached to the Resolution is the proposed User Fee Schedule for the Community Services Department.

## FINANCIAL IMPACT

The total appropriations for the General Fund, Other Governmental Funds, Water Utility Fund and Internal Service Funds for FY 2023-24 is approximately \$297.4 million and \$290.2 million for FY 2024-25. Total Citywide budget (including Sanitary District, Housing Authority and the Successor Agency) for FY 23-24 is \$381.7 million and \$373.1 million in FY 24-25. Estimated revenue of \$257.4 million in FY 2023-24 and \$262.6 million in FY 2024-25 provides the funding for the proposed appropriations. Adoption of the resolutions will provide the funding for various City operations and provide various services and programs to the community for the next two fiscal years.

## RECOMMENDATION

In accordance with the plan presented for City Council consideration, it is recommended that City Council adopt the following Resolutions:

- A Resolution of the City Council of the City of Garden Grove adopting the City's General Fund, Governmental Funds, Water Utility and Internal Service Funds budgets for FY 2023-24 and FY 2024-25; and
- A Resolution of the City Council of the City of Garden Grove adopting the Housing Authority budget for FY 2023-24 and FY 2024-25; and
- A Resolution of the City Council of the City of Garden Grove adopting an appropriations limit for Fiscal Year 2023-24 implementing Article XIII B of the State Constitution pursuant to Section 7900 et. seq. of the Government Code; and
- A Resolution of the City Council of the City of Garden Grove establishing and amending user fees for various services;
- A Resolution of the City Council of the City of Garden Grove appropriating fund balances as of June 30, 2023, to reserves for future year re-appropriation; and
- A Resolution of the City Council of the City of Garden Grove re-appropriating certain Fiscal Year 2022-23 Project Balances and Encumbrances for the Fiscal Year 2022-23.
- Approve the Overnight Conference and Training List for FY 2023-24 and FY 2024-25

### ATTACHMENTS:

| Description                        | Upload Date | Type       | File Name                             |
|------------------------------------|-------------|------------|---------------------------------------|
| Resolution - City Budget FY 23-25  | 6/7/2023    | Resolution | FY_23-25_Budget_Resolution.pdf        |
| Resolution - Gann Limit FY 2023-24 | 6/7/2023    | Resolution | FY24_Gann_Limit_City_Resol_6.7.23.pdf |
| Resolution - Reapp                 |             |            |                                       |

|  |          |                 |   |
|--|----------|-----------------|---|
| Proj Bal                                 | 6/6/2023 | Resolution      | Reso_FY23-24_Reapp_Proj_Balances.pdf            |
| Resolution - Reapp<br>Fund Balances      | 6/6/2023 | Resolution      | FY_24_Appropriating_fund_bal_to_reserves.pdf    |
| Resolution - User<br>Fees                | 6/6/2023 | Resolution      | User_Fees_Resolution.pdf                        |
| Resolution - Housing<br>Authority Budget | 6/8/2023 | Resolution      | Housing_Authority_Budget_Resolution_FY23-25.pdf |
| FY 2023-25 Proposed<br>Budget            | 6/8/2023 | Backup Material | FY_2023-25_Biennial_Budget_FINAL.pdf            |
| Overnight Training &<br>Conferences List | 6/7/2023 | Backup Material | Overnight_Conf_and_Training_2023-25.pdf         |

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE  
ADOPTING THE CITY'S BUDGET FOR FISCAL YEAR 2023-24 AND FISCAL YEAR  
2024-25

WHEREAS, the City Council has given careful consideration to the budgets for Fiscal Year 2023-24 and Fiscal Year 2024-25; and

WHEREAS, the City Council of the City of Garden Grove in accordance with the laws of the State of California is responsible for the administration of certain special assessment districts; and

WHEREAS, each special assessment district's budget for Fiscal Year 2023-24 has had public hearing and reviews as required by state law; and

NOW, THEREFORE, BE IT RESOLVED that the City Manager is hereby authorized to expend in accordance with the requirements of various grant programs, laws of the State of California, and the ordinances of the City of Garden Grove on behalf of the City Council an amount of \$381,654,100 for Fiscal Year 2023-24 and \$373,103,000 for Fiscal Year 2024-25 from new appropriations and reserved fund balances.

BE IT FURTHER RESOLVED that the total of \$381,654,100 for Fiscal Year 2023-24 and \$373,103,000 for Fiscal Year 2024-25 which the City Manager is authorized to expend in accordance with the grant program requirements, laws of the State of California, and the ordinances of the City of Garden Grove shall be appropriated from the estimated revenues and reserved fund balances of the following funds and funds assessed in accordance with state laws for Fiscal Year 2023-24 and Fiscal Year 2024-25.

Garden Grove City Council

Resolution No.

Page 2

|     | <b>FUND</b>                     | <b>FY 2023-24</b>     | <b>FY 2024-25</b>     |
|-----|---------------------------------|-----------------------|-----------------------|
| 111 | - GENERAL FUND                  | \$ 168,885,600        | \$ 174,275,400        |
| 113 | - ECON DEVELOPMENT              | 473,300               | 485,200               |
| 114 | - TID TRANSIT                   | 717,900               | 739,500               |
| 117 | - ACCESSIBILITY COMPLIANCE CASp | 251,000               | 251,000               |
| 202 | - FORFEIT/SEIZURE-FED           | 114,600               | -                     |
| 204 | - PUB SAFETY/PROP 172           | 565,000               | 582,400               |
| 205 | - POLICE-SLESF                  | 146,400               | 201,400               |
| 206 | - GAS TAX 2106/2107             | 1,279,500             | 1,383,200             |
| 207 | - GAS TAX 2105                  | 1,410,500             | 1,677,100             |
| 208 | - GAS TAX RM & REHAB            | 2,286,000             | 3,574,500             |
| 209 | - GAS TAX 2103                  | 2,604,900             | 1,323,700             |
| 211 | - TRAFFIC MITG FEE              | 1,100,000             | 500,000               |
| 212 | - DEVELOPMT AGRMT FEE           | 264,900               | 264,900               |
| 213 | - CULTURAL ARTS FEE             | 33,800                | 33,900                |
| 214 | - PARK FEE                      | 1,150,000             | 125,000               |
| 215 | - DRAINAGE FEE                  | 215,000               | 100,000               |
| 216 | - CITYWIDE PARK FEES            | 1,925,000             | 620,000               |
| 217 | - G G CABLE CORP                | 879,000               | 831,800               |
| 218 | - STREET LIGHTING               | 1,380,000             | 1,392,200             |
| 219 | - PARK MAINT ASSMT DIST         | 941,000               | 979,600               |
| 220 | - PARKING DIST MAINT            | 3,500                 | 3,500                 |
| 221 | - MAIN ST ASSMT DIST            | 37,400                | 37,400                |
| 222 | - AQMD(AB 2766)                 | 524,000               | 302,600               |
| 223 | - CALHOME                       | 600,000               | 600,000               |
| 224 | - RED LITE ENF PROG             | 1,054,700             | 1,734,800             |
| 225 | - CDBG                          | 3,256,300             | 2,497,100             |
| 227 | - EMERGENCY SHELTER             | 277,600               | 283,800               |
| 231 | - OTS-POLICE                    | 325,000               | 325,000               |
| 232 | - POST REIMBURSEMENT            | 125,700               | 125,700               |
| 233 | - STATE GRANTS                  | 163,800               | 164,200               |
| 234 | - FACT                          | 475,000               | 494,600               |
| 236 | - CA DEPT OF CONSERV            | 44,000                | 44,000                |
| 237 | - CAL RECYCLE                   | 244,100               | 244,100               |
| 238 | - USED OIL                      | 20,000                | 20,000                |
| 239 | - COUNTY CSVC GRANTS            | 45,500                | 47,900                |
| 242 | - FEDERAL GRANTS                | 3,506,500             | 25,000                |
| 244 | - GARDEN GROVE TID              | 2,871,700             | 2,957,800             |
| 246 | - M2 LOCAL FAIRSHARE            | 4,261,900             | 3,359,900             |
| 248 | - MEASURE M2-CTFP               | 219,600               | 219,600               |
| 249 | - HOME                          | 3,377,300             | 3,381,100             |
| 260 | - TRI-CITY NAVIGATION CENTER    | 1,143,800             | 1,219,200             |
| 501 | - HSG SUCCESSOR AGNCY           | 576,600               | 581,000               |
| 502 | - HSG AUTH-CC PROPTS            | 37,000                | 37,000                |
| 601 | - WATER OPERATIONS              | 38,449,700            | 38,786,000            |
| 602 | - WATER CAPITAL                 | 12,479,200            | 6,705,000             |
| 603 | - WATER REPLACEMENT             | 7,696,500             | 7,302,000             |
| 630 | - SEWER OPERATIONS              | 10,790,800            | 11,002,000            |
| 631 | - SEWER CAPITAL                 | 9,088,000             | 6,000,000             |
| 632 | - SEWER REPLACEMENT             | 2,615,500             | 2,494,300             |
| 660 | - REFUSE                        | 3,580,400             | 3,051,200             |
| 671 | - GOLF COURSE                   | 307,200               | 307,200               |
| 672 | - GOLF COURSE WWGM              | 200,000               | 200,000               |
| 681 | - HSG AUTH SEC8-ADMIN           | 4,028,800             | 4,248,000             |
| 682 | - HSG AUTH SEC8-HAP             | 45,000,000            | 46,985,300            |
| 701 | - WORKERS COMP                  | 8,336,800             | 8,366,900             |
| 702 | - FLEET MANAGEMENT              | 7,912,300             | 7,722,200             |
| 704 | - INFORMATION SYSTEMS           | 4,209,500             | 4,749,400             |
| 705 | - WAREHOUSE OPERATION           | 610,000               | 641,800               |
| 706 | - TELECOMMUNICATIONS            | 462,600               | 395,500               |
| 707 | - RISK MANAGEMENT               | 5,325,000             | 5,344,600             |
| 708 | - COMMUNCTION REPLMNT           | 600,000               | 600,000               |
| 709 | - BUILDING REHABILITATION       | 983,700               | 983,700               |
| 811 | - SUCCESSOR RDA                 | 9,163,700             | 9,171,800             |
|     | <b>Total</b>                    | <b>\$ 381,654,100</b> | <b>\$ 373,103,000</b> |

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE  
ADOPTING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-24  
IMPLEMENTING ARTICLE XIII B OF THE STATE CONSTITUTION AS AMENDED BY  
PROPOSITION 111 PURSUANT TO SECTION 7900 ET SEQ. OF THE GOVERNMENT  
CODE

WHEREAS, the people of California on November 6, 1979 added Article XIII B to the State Constitution to limit each fiscal year's appropriation of the proceeds from taxes to the amount of such appropriations in fiscal year 1978/1979, adjusted for changes as prescribed under the law;

WHEREAS, the State Legislature adopted Chapters 1205 and 1342 of the 1980 statutes which implemented Article XIII B;

WHEREAS, the amendments specify that the appropriation limit may increase annually by a factor comprised of the change in population combined with either the change in California per capita personal income or the change in the local assessment roll due to the addition of local non-residential new construction;

WHEREAS, Section 7902 of the Government Code provides the process which to calculate the appropriations limit for FISCAL YEAR 2023-24 and subsequent years pursuant to Article XIII B;

WHEREAS, Section 7910 of the Government Code requires cities to adopt a Resolution setting the annual appropriation limitation at a regularly scheduled meeting or a noticed special meeting;

NOW, THEREFORE, BE IT RESOLVED that the appropriations limit for FISCAL YEAR 2023-24 pursuant to Section 7902 of the Government Code shall be \$187,749,153 and the Appropriation Subject to Limitation in FISCAL YEAR 2023-24 shall be \$105,401,856.

**APPROPRIATIONS LIMIT**

|                         |             |
|-------------------------|-------------|
| A. LAST YEAR'S LIMIT    | 181,575,583 |
| B. ADJUSTMENT FACTORS   |             |
| 1. POPULATION %         | 0.9900      |
| 2. INFLATION %          | 1.0444      |
|                         |             |
| TOTAL ADJUSTMENT %      | 1.0340      |
| C. ANNUAL ADJUSTMENT \$ | 6,173,570   |
| D. OTHER ADJUSTMENTS:   | -           |
| SUBTOTAL                | 0           |
| E. TOTAL ADJUSTMENTS    | 6,173,570   |
| F. THIS YEAR'S LIMIT    | 187,749,153 |

---

**APPROPRIATIONS SUBJECT TO LIMITATION**

|   |              |
|---|--------------|
| A. PROCEEDS OF TAXES                    | 105,401,856  |
| B. EXCLUSIONS                           | 0            |
| C. APPROPRIATIONS SUBJECT TO LIMITATION | 105,401,856  |
| D. CURRENT YEAR LIMIT                   | 187,749,153  |
| E. OVER/(UNDER) LIMIT                   | (82,347,297) |

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE  
REAPPROPRIATING CERTAIN FISCAL YEAR 2022-23 PROJECT BALANCES AND  
ENCUMBRANCES FOR THE FISCAL YEAR 2023-24

WHEREAS, the City Council has reviewed the estimated Fiscal Year 2022-23 Revenues, Expenditures, and Fund Balances as projected to the end of the fiscal year, and has given careful consideration to the closing of appropriations for Fiscal Year 2022-23;

WHEREAS, the City Council has reviewed and given careful consideration of the recommended Fiscal Year 2023-24 budgets;

WHEREAS, certain projects begun in Fiscal Year 2022-23 or prior fiscal years require continuing appropriations to complete the projects;

WHEREAS, unexpended balances of Fiscal Year 2022-23 or prior fiscal years are estimated to be available within these certain projects by the close of the fiscal year end on June 30, 2023; and

WHEREAS, certain purchase orders are estimated to have encumbered balances on June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED that the uncommitted, unexpended balances of appropriations for certain projects as of the close of the fiscal year ending June 30, 2023 be appropriated, in the amount as determined by the Finance Director, to the Reserve for continuing projects within their respective funds, and that the amount be reappropriated for Fiscal Year 2023-24 from the Reserve for continuing projects within the respective funds.

BE IT FURTHER RESOLVED that the encumbered balances of purchase orders as of the close of the fiscal year ending June 30, 2023, be appropriated to the Reserve for encumbrances within the respective funds and that the amount of the encumbered balances be reappropriated for Fiscal Year 2023-24 from the Reserve for the encumbrances within the respective funds.



GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE  
APPROPRIATING FUND BALANCES AS OF JUNE 30, 2023, TO RESERVES FOR  
FUTURE YEAR REAPPROPRIATION

WHEREAS, the City Council has reviewed the estimated Fiscal Year 2022-23 Revenues, Expenditures, and Fund Balances as projected to the end of the fiscal year;

WHEREAS, it is necessary to reserve all fund balances not required for encumbrances or reappropriations to continuing projects to future year appropriations; and

WHEREAS, the actual amount of fund balances to be reserved on June 30, 2023, cannot be determined at this time.

NOW, THEREFORE, BE IT RESOLVED that the unreserved fund balances appropriated and unappropriated as of June 30, 2023, be reserved and available for future year appropriations in the funds detailed on "ATTACHMENT A."

ATTACHMENT A

|     |                         |     |                              |
|-----|-------------------------|-----|------------------------------|
| 111 | - GENERAL FUND          | 237 | - CAL RECYCLE                |
| 113 | - ECON DEVELOPMENT      | 238 | - USED OIL                   |
| 114 | - TID TRANSIT           | 239 | - COUNTY CSVC GRANTS         |
| 116 | - TID STREET PROJECTS   | 242 | - FEDERAL GRANTS             |
| 201 | - TRAFFIC OFFENDER      | 243 | - CA HISPANIC COMM           |
| 202 | - FORFEIT/SEIZURE-FED   | 244 | - GARDEN GROVE TID           |
| 204 | - PUB SAFETY/PROP 172   | 246 | - M2 LOCAL FAIRSHARE         |
| 205 | - POLICE-SLESF          | 248 | - MEASURE M2-CTFP            |
| 206 | - GAS TAX 2106/2107     | 249 | - HOME                       |
| 207 | - GAS TAX 2105          | 260 | - TRI-CITY NAVIGATION CENTER |
| 208 | - GAS TAX RM & REHAB    | 501 | - HSG SUCCESSOR AGNCY        |
| 209 | - GAS TAX 2103          | 502 | - HSG AUTH-CC PROPTS         |
| 211 | - TRAFFIC MITG FEE      | 503 | - PUBLIC SAFETY              |
| 212 | - DEVELOPMT AGRMT FEE   | 601 | - WATER OPERATIONS           |
| 213 | - CULTURAL ARTS FEE     | 602 | - WATER CAPITAL              |
| 214 | - PARK FEE              | 603 | - WATER REPLACEMENT          |
| 215 | - DRAINAGE FEE          | 630 | - SEWER OPERATIONS           |
| 216 | - CITYWIDE PARK FEES    | 631 | - SEWER CAPITAL              |
| 217 | - G G CABLE CORP        | 632 | - SEWER REPLACEMENT          |
| 218 | - STREET LIGHTING       | 660 | - REFUSE                     |
| 219 | - PARK MAINT ASSMT DIST | 671 | - GOLF COURSE                |
| 220 | - PARKING DIST MAINT    | 681 | - HSG AUTH SEC8-ADMIN        |
| 221 | - MAIN ST ASSMT DIST    | 682 | - HSG AUTH SEC8-HAP          |
| 222 | - AQMD(AB 2766)         | 701 | - WORKERS COMP               |
| 223 | - CALHOME               | 702 | - FLEET MANAGEMENT           |
| 224 | - RED LITE ENF PROG     | 703 | - EMPLOYEE BENEFIT           |
| 225 | - CDBG                  | 704 | - INFORMATION SYSTEMS        |
| 227 | - EMERGENCY SHELTER     | 705 | - WAREHOUSE OPERATION        |
| 229 | - NSP                   | 706 | - TELECOMMUNICATIONS         |
| 230 | - JAG                   | 707 | - RISK MANAGEMENT            |
| 231 | - OTS-POLICE            | 708 | - COMMUNCTION REPLMNT        |
| 232 | - POST REIMBURSEMENT    | 709 | - BUILDING REHABILITATION    |
| 233 | - STATE GRANTS          | 811 | - SUCCESSOR RDA              |
| 234 | - FACT                  | 852 | - DEPOSIT TRUST              |
| 236 | - CA DEPT OF CONSERV    |     |                              |

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE  
ESTABLISHING AND AMENDING USER FEES FOR VARIOUS CITY SERVICES

WHEREAS, State law authorizes a city to adopt and implement fees, rates, and charges for municipal services, including miscellaneous user fees, provided that such fees, rates, and charges do not exceed the estimated reasonable cost of providing such services;

WHEREAS, the various departments of the City of Garden Grove have identified certain services provided on request to members of the public and organizations;

WHEREAS, the actual and direct costs to the City to provide these services have been calculated and analyzed, and where the cost of such services have changed, a revised fee or charge has been determined as set forth in attached Schedule A;

WHEREAS, the actual and direct costs to the City to provide certain other services have been calculated and analyzed and fees or charges for such other services are set forth in Schedule A;

WHEREAS, the revised fees and charges are based on the actual or estimated reasonable cost of providing the services, including labor, materials and overhead, and do not exceed such costs;

WHEREAS, the City Council has previously established fees and charges for various City services in Resolution 8726-06, as amended by Resolution 8730-06, 8731-06, 8791-07, 8794-07, 8823-08, 8861-08, 8902-09, 8999-10, 9064-11, 9073-11, 9137-12, 9171-13, 9175-13, 9216-14, 9301-15, 9389-16, 9390-16, 9406-17, 9401-16, 9442-17, 9460-17, 9490-18, 9514-18, 9532-18, 9556-19, 9575-19, 9607-20, 9669-21, 9762-22 and each such established fee and charge is unaffected by this Resolution, unless such fee or charge is superseded by a revised fee or charge in attached Schedule A;

WHEREAS, pursuant to legal notice, a Public Hearing was held by the City Council on June 13, 2023, and all interested persons were given an opportunity to be heard;

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Garden Grove does hereby establish revised fees and charges as set forth in attached Schedule A. The revised fees and charges in Schedule A supersede any fees and charges previously adopted for the same user fees.

BE IT FURTHER RESOLVED that in order to provide the public an easy-to-understand schedule of fees, the City Clerk is directed to compile and make available upon request an updated schedule of fees and charges for City services that combines: (1) the list of previously-established service fees and charges that are not addressed by this Resolution, with (2) the list of services subject to revised fees and charges attached hereto as Schedule A. The combined list is for public information purposes, and clerical or other errors or omissions in the preparation of the list shall not have the effect of increasing, decreasing, invalidating, or waiving adopted fees or charges.

BE IT FURTHER RESOLVED that the fees attached in Schedule A shall become effective sixty (60) days following the adoption of this resolution.

## Schedule A

# **USER FEES FOR VARIOUS CITY SERVICES**



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### SECTION 5--COMMUNITY SERVICES

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## **SECTION 5 – COMMUNITY SERVICES**

### **Community Services Fee Classifications**

**Class I:** City sponsored/initiated events, meetings, or activities.

**Class II:** Garden Grove resident, Garden Grove based non-profit organizations, and non-Garden Grove government agency.

**Class III:** Garden Grove based business, non-Garden Grove resident, and non-Garden Grove based non-profit.

**Class IV:** Non-Garden Grove based business or for-profit groups or clubs.

**Class V:** Sport tournaments, exclusive use, or trade shows.

### **Cancellation Policy**

#### **Cancellation Policy (Does not include Community Meeting Center or Courtyard Center)**

Cancellation Fee

|                                     |                               |
|-------------------------------------|-------------------------------|
| 32 or more days prior to event..... | No charge                     |
| 7 to 31 days prior.....             | 50% of applicable usage fees  |
| Less than 7 days prior.....         | 100% of applicable usage fees |

#### **Cancellation Policy (Community Meeting Center/Courtyard Center)**

- If the City is responsible for the cancellation, notice will be given as far in advance as possible and a full refund will be made.
- For smaller rooms (CMC Founders / Constitution), cancellation must be received in writing seven (7) days prior to event date.
  - When proper cancellation notification is received, all fees will be refunded, minus the \$50 administrative fee.
  - If proper cancellation notification is not received, all fees will be retained (excluding deposit).
- For larger rooms (CMC Butterfield Room A and/or B; CYC Meeting Center /Activity Center), cancellation must be received in writing by the first of the month, four (4) calendar months prior.
  - When proper cancellation notification is received, all fees will be refunded, minus the \$50 administrative fee.
  - If proper cancellation notification is not received, all fees will be retained (excluding deposit).

### **Atlantis Play Center**

**Class I:** City sponsored/initiated events, meetings, or activities.

**Class II:** Garden Grove resident, Garden Grove based non-profit organizations, and non-Garden Grove government agency.

**Class III:** Garden Grove based business, non-Garden Grove resident, and non-Garden Grove based non-profit.

**Class IV:** Non-Garden Grove based business or for-profit groups, or private clubs.

**Entrance Fee**.....\$2.00 per person

#### **Exclusive Use**

Classification I .....No Fee

Classification II ..... \$600.00 for 8 hours

Classification III .....\$920.00 for 8 hours

Classification IV .....\$1150.00 for 8 hours

Use of Splash Pad..... \$25.00/hour

#### **Additional facility hours over the 8 hour minimum**

Classification I .....No Fee

Classification II ..... \$75.00/hour

Classification III .....\$115.00/hour

Classification IV .....\$145.00/hour

#### **Early/After Hours Rental, Atlantis Park**

Classification I ..... No Fee

Classification II .....\$75.00/hour (2 hour minimum)

Classification III .....\$115.00/hour (2 hour minimum)

Classification IV.....\$145.00/hour (2 hour minimum)

Use of Splash Pad..... \$25.00/hour

#### **Additional Staff Hours**

Staff Fees.....\$35.00/hour/staff

#### **Pavilion and Table Rentals**

Pavilion Rental .....\$25.00/hour

Table Rental .....\$5.00 per table



## **Community Meeting Center (CMC)**

**Class I:** City sponsored/initiated events, meetings, or activities.

**Class II:** Garden Grove resident, Garden Grove based non-profit organizations, and non-Garden Grove government agency.

**Class III:** Garden Grove based business, non-Garden Grove resident, and non-Garden Grove based non-profit.

**Class IV:** Non-Garden Grove based business or for-profit groups, or private clubs.

**Class V:** Sport tournaments, exclusive use, or trade shows

### **General Booking Fees for Community Meeting Center and Courtyard Center**

Non-Refundable 7-Day Hold Fee .....\$50.00  
(This fee applies to Classifications II through V and will be applied to the balance of the total booking fee charge.)

Past Due Fee .....\$25.00  
(This fee will be charged per booking on invoices or fees not paid on time. A 7-day grace period from the date the invoice was due will be given, after that date, the past due fee will be applied.)

No-Show Fee .....\$100.00  
(This fee applies to Classifications I-V, and all subcategories.)

Administrative Cancellation Fee .....\$50.00  
(This fee applies to cancellations, by the user, if cancellations are within the allowed timeframe.)

Security Guard Fee .....\$50.00/hour/Guard

### **DEPOSITS**

(These fee apply to Classifications II-V)

| <u>Room</u>                                     | <u>No Alcohol or Food</u> | <u>With Alcohol or Food</u>             |
|---|---------------------------|---|
| Butterfield Rooms.....                          | \$250.00.....             | \$500.00                                |
| CYC Meeting Room.....                           | \$250.00.....             | \$500.00                                |
| Founders and Constitution.....                  | \$100.00.....             | \$100.00                                |
| Activity Center.....                            | \$100.00.....             | \$100.00                                |
| Youth-Oriented Events (under 21 years old)..... | \$250.00.....             | \$500.00 w/food or \$1,000.00 w/alcohol |

### **FEES**

Wristbands for guests over 21 years old at Youth-Oriented Events .....\$33.00 per 100

### **Room Rate Policy and Discounts**

- A 3 hour minimum is charged for the Butterfield A and B Rooms and the Constitution Room for weekdays only..
- Class I-IV only: Businesses and organizations that reserve the facility for any meeting which is 8 hours or more in length during the week (Monday 8 a.m. through Friday 5 p.m.) will be charged half the room rental rate after the first 4 hours.
- Businesses and organizations that reserve monthly meetings during the week (Sunday 8 a.m. through Friday 5 p.m.) for 6 consecutive months or more receive a 10% discount on room fees only.

**Memorial Package** .....\$591.00 for 3 hour event with a \$250.00 deposit

Garden Grove residents or businesses only

- Weekend or weekday rental of CMC or CYC as available.
- Event must be held within 6 weeks of booking.
- Three (3) hours total event time.
- Maximum attendance: Based on room capacity, up to 300 maximum.
- No alcohol allowed.
- Includes 1 hour prior to, and 1 hour after the event, for set-up and clean-up.
- Complimentary LCD projector included in Memorial Package.
- Up to one pre-event extra set-up hour may be purchased as outlined under General Fees.
- Security guard fee may apply if security is needed.

### Classification I

**DEPOSITS**.....\$250.00

**Use Fees**.....None

(No fees charged Monday-Friday 8:00 a.m. – 5:00 p.m.)

|                | <u>Weekdays</u>         | <u>Weekends</u>    |
|----------------|-------------------------|--------------------|
| Staff Fee..... | \$35.00/hour/staff..... | \$45.00/hour/staff |

(These fees apply when hours are before 8:00 a.m. and after 5:00 p.m. Monday through Sunday.)

### Classification II

| <u>Room</u>                    | <u>Weekdays</u>    | <u>Weekends</u>        | <u>Set-Up Fee</u> |
|--------------------------------|--------------------|------------------------|-------------------|
| Butterfield Rooms A and B..... | \$165.00/hour..... | \$1,075.00/event.....  | \$106.00          |
| A Room .....                   | \$122.00/hour..... | \$1,075.00/event ..... | \$53.00           |
| B Room.....                    | \$87.00/hour.....  | \$1,075.00/event ..... | \$53.00           |

|                                    |                    |                    |                                 |
|------------------------------------|--------------------|--------------------|---------------------------------|
| Constitution Rooms A and/or B..... | \$53.00/hour.....  | \$53.00/hour.....  | \$31.00 to change from standard |
| Founders.....                      | \$50.00/hour.....  | \$50.00/hour.....  | \$31.00 to change from standard |
| CMC Atrium (add on).....           | \$80.00/event..... | \$80.00/event..... | \$53.00                         |

(On weekends, may only be rented in conjunction with Butterfield Rooms)

Each additional setup hour (up to 4 more maximum\*).....Room Weekday Hourly Rate  
These hours are beyond the included 1.5 pre-event set-up hours.

### Classification III

| <u>Room</u>                    | <u>Weekdays</u>    | <u>Weekends</u>       | <u>Set-Up Fee</u> |
|--------------------------------|--------------------|-----------------------|-------------------|
| Butterfield Rooms A and B..... | \$192/hour.....    | \$1,604.00/event..... | \$106.00          |
| A Room.....                    | \$156.00/hour..... | \$1,604.00/event..... | \$53.00           |
| B Room .....                   | \$115.00/hour..... | \$1,604.00/event..... | \$53.00           |

|                                    |                    |                    |                                 |
|------------------------------------|--------------------|--------------------|---------------------------------|
| Constitution Rooms A and/or B..... | \$69.00/hour.....  | \$69.00/hour.....  | \$31.00 to change from standard |
| Founders.....                      | \$69.00/hour.....  | \$69.00/hour.....  | \$31.00 to change from standard |
| CMC Atrium (add on).....           | \$80.00/event..... | \$80.00/event..... | \$53.00                         |

(On weekends, may only be rented in conjunction with Butterfield Rooms)

Each additional setup hour (up to 4 more maximum\*).....Room Weekday Hourly Rate  
These hours are beyond the included 1.5 pre-event set-up hours.

#### Classification IV

| <u>Room</u>                        | <u>Weekdays</u>    | <u>Weekends</u>        | <u>Set-Up Fee</u>               |
|------------------------------------|--------------------|------------------------|---------------------------------|
| Butterfield Rooms A and B.....     | \$215.00/hour..... | \$1,679.00/event.....  | \$106.00                        |
| A Room.....                        | \$169.00/hour..... | \$1,679.00/event.....  | \$53.00                         |
| B Room .....                       | \$133.00/hour..... | \$1,679.00/event.....  | \$53.00                         |
| Constitution Rooms A and/or B..... | \$87.00/hour       | .....\$87.00/hour..... | \$31.00 to change from standard |
| Founders.....                      | \$87.00/hour.....  | \$87.00/hour.....      | \$31.00 to change from standard |
| CMC Atrium (add on).....           | \$80.00/event..... | \$80.00/event.....     | \$53.00                         |

(On weekends, may only be rented in conjunction with Butterfield Rooms)

Each additional setup hour (up to 4 more maximum\*).....Room Weekday Hourly Rate  
These hours are beyond the included 1.5 pre-event set-up hours.

#### Classification V

##### FEES

| <u>Room</u>       | <u>Weekdays</u>    | <u>Weekends</u>       | <u>Set-Up Fee</u> |
|-------------------|--------------------|-----------------------|-------------------|
| CMC Facility..... | \$355.00/hour..... | \$3,000.00/event..... | \$125.00          |

Each additional setup hour (up to 4 more maximum\*).....\$355.00/hour  
These hours are beyond the included 1.5 pre-event set-up hours.

#### Enhancements Fees for Classification II-V

|  |              |
|--|--------------|
| Easel & Pad (Pad sheets that are used during meetings) .....                               | \$25.00      |
| Cocktail Table Rental (Tall cocktail tables for outside use – 42” tall, 24” diameter)..... | \$25.00      |
| Microphones.....   | \$10.00 each |
| Wireless Microphones.....  | \$60.00 each |
| Microphone Stand.....  | \$5.00 each  |
| Floor Podium.....  | \$15.00 each |
| 47” TV with DVD/VCR.....   | \$60.00      |
| LCD Projector (Ceiling Mounted).....   | \$40.00 each |
| LCD Projector (Portable) .....   | \$30.00 each |
| Portable Bars.....   | \$25.00      |
| Portable Screens.....  | \$30.00      |
| Apple VGA Adapter.....   | \$30.00      |

### **The Courtyard Center (CYC)**

**Class I:** City sponsored/initiated events, meetings, or activities.

**Class II:** Garden Grove resident, Garden Grove based non-profit organizations, and non-Garden Grove government agency.

**Class III:** Garden Grove based business, non-Garden Grove resident, and non-Garden Grove based non-profit.

**Class IV:** Non-Garden Grove based business or for-profit groups, or private clubs.

**Class V:** Sport tournaments, exclusive use, or trade shows

#### **DEPOSITS**

(These fee apply to Classifications II-V)

| <u>Room</u>                                     | <u>No Alcohol or Food</u> | <u>With Alcohol or Food</u>             |
|---|---------------------------|---|
| CYC Meeting Room.....                           | \$250.00.....             | \$500.00                                |
| Activity Center.....                            | \$100.00.....             | \$100.00                                |
| Youth-Oriented Events (under 21 years old)..... | \$250.00.....             | \$500.00 w/food or \$1,000.00 w/alcohol |

#### **All Classifications**

All weekend events - Minimum: Three hour rental; Maximum: Six hour rental

#### **Room Rate Policy and Discounts**

- Businesses and organizations that reserve monthly meetings during the week for 6 consecutive months or more receive a 10% discount on room fees only.

**Courtyard Center Special Package** .....\$557.00 for 4 hour event with \$250.00 Deposit

Garden Grove residents or businesses only

- Weekday and weekend rental of the CYC as available.
- Event must be held within 12 months of booking.
- Four (4) hour total event time.
- Maximum attendees: 80
- No alcohol allowed.
- No Security required.
- Includes 1 hour prior to, and 1 hour after event, for set-up and clean-up.

**Memorial Package** .....\$591.00 for 3 hour event with \$250.00 Deposit

Garden Grove residents or businesses only

- Weekend or weekday rental of CMC or, CYC as available.
- Event must be held within 6 weeks of booking.
- Three (3) hour total event time.
- Maximum attendance: Based on room capacity, up to 300 maximum.
- No alcohol allowed.
- Includes 1 hour prior to, and 1 hour after the event, for set-up and clean-up.
- Complimentary LCD projector included in Memorial Package.
- Up to one pre-event extra set-up hour may be purchased as outlined under General Fees.
- Security guard fee may apply if security is needed.

**Classification I:** City sponsored/initiated events, meetings, or activities.

Deposits.....\$250.00

Use Fees.....None  
 (No fees charged Monday-Friday 8:00 a.m. – 5:00 p.m.)

|   | <u>Weekdays</u>         | <u>Weekends</u>    |
|---|-------------------------|--------------------|
| Staff Fee.....  | \$35.00/hour/staff..... | \$45.00/hour/staff |
| (These fees apply when hours are before 8:00 a.m. and after 5:00 p.m. Monday through Sunday.) |                         |                    |

## Classification II

|  | <u>Weekdays</u>    | <u>Weekends</u> | <u>Set-Up</u>       |          |
|--|--------------------|-----------------|---------------------|----------|
| Meeting Center.....  | \$99.00/hour.....  |                 | \$752.00/event..... | \$106.00 |
| Activity Center.....   | \$65.00/hour.....  |                 | \$65.00/hour.....   | \$53.00  |
| Outdoor space .....  | \$80.00/event..... |                 | \$80.00/event.....  | \$53.00  |
| (On weekends, may only be rented in conjunction with Meeting Center) |                    |                 |                     |          |

Each additional setup hour (up to 4 more maximum\*).....Room Weekday Hourly Rate  
These hours are beyond the included 1.5 pre-event set-up hours.

## Classification III

|  | <u>Weekdays</u>    | <u>Weekends</u> | <u>Set-Up</u>      |          |
|--|--------------------|-----------------|--------------------|----------|
| Meeting Center.....  | \$128.00/hour..... |                 | \$1,130/event..... | \$106.00 |
| Activity Center.....   | \$75.00/hour.....  |                 | \$75.00/hour.....  | \$53.00  |
| Outdoor space .....  | \$80.00/event..... |                 | \$80.00/event..... | \$53.00  |
| (On weekends, may only be rented in conjunction with Meeting Center) |                    |                 |                    |          |

Each additional setup hour (up to 4 more maximum\*).....Room Weekday Hourly Rate  
These hours are beyond the included 1.5 pre-event set-up hours.

## Classification IV

|  | <u>Weekdays</u>    | <u>Weekends</u> | <u>Set-Up</u>      |          |
|--|--------------------|-----------------|--------------------|----------|
| Meeting Center.....  | \$133.00/hour..... |                 | \$1,274/event..... | \$106.00 |
| Activity Center.....   | \$95.00/hour.....  |                 | \$95.00/hour.....  | \$53.00  |
| Outdoor space .....  | \$80.00/event..... |                 | \$80.00/event..... | \$53.00  |
| (On weekends, may only be rented in conjunction with Meeting Center) |                    |                 |                    |          |

Each additional setup hour (up to 4 more maximum\*).....Room Weekday Hourly Rate  
These hours are beyond the included 1.5 pre-event set-up hours.

**Classification V.....Not available**

## Enhancements Fees for Classification II-V

|  |              |
|--|--------------|
| Easel & Pad (Pad sheets that are used during meetings) .....                               | \$25.00 each |
| Cocktail Table Rental (Tall cocktail tables for outside use – 42” tall, 24” diameter)..... | \$25.00 each |
| Microphone.....  | \$10.00 each |
| Wireless Microphone.....   | \$60.00 each |
| Microphone Stand.....  | \$5.00 each  |
| Floor Podium.....  | \$15.00 each |
| 47” TV with DVD.....   | \$60.00 each |
| LCD Projector (Ceiling Mounted).....   | \$40.00      |
| LCD Projector (Portable) .....   | \$30.00 each |
| Portable Bar.....  | \$25.00      |
| Portable Projector Screen.....   | \$30.00      |
| Apple VGA Adapter.....   | \$30.00      |

## **Park Recreation Buildings**

**Class I:** City sponsored/initiated events, meetings, or activities.

**Class II:** Garden Grove resident, Garden Grove based non-profit organizations, and non-Garden Grove government agency.

**Class III:** Garden Grove based business, non-Garden Grove resident, and non-Garden Grove based non-profit.

**Class IV:** Non-Garden Grove based business or for-profit groups, or private clubs.

**Class V:** Sport tournaments, exclusive use, or trade shows

### **Edgar Park Building**

Deposit.....\$150.00

**Class I** .....no fee

**Class II** .....\$55.00/hour

**Class III** .....\$65.00/hour

**Class IV**.....\$75.00/hour

**Class V**.....N/A

### **West Grove Park Building**

Deposit.....\$150.00

**Class I** .....no fee

**Class II** .....\$55.00/hour

**Class III** .....\$65.00/hour

**Class IV**.....\$75.00/hour

**Class V**.....N/A

### **West Haven Park Building**

Deposit.....\$200.00

**Class I** .....no fee

**Class II**.....\$65.00/hour

**Class III** .....\$75.00/hour

**Class IV**.....\$85.00/hour

**Class V**.....N/A

### **Staffing Rate**

Staff Fee.....\$35.00/hour/staff

## **Park Shelters and Picnic Pavilion**

**Class I:** City sponsored/initiated events, meetings, or activities.

**Class II:** Garden Grove resident, Garden Grove based non-profit organizations, and non-Garden Grove government agency.

**Class III:** Garden Grove based business, non-Garden Grove resident, and non-Garden Grove based non-profit.

**Class IV:** Non-Garden Grove based business or for-profit groups, or private clubs.

**Class V:** Sport tournaments, exclusive use, or trade shows.

### **Garden Grove Park Picnic Pavilion**

Deposit.....\$250.00

Classification I.....no fee

Classification II.....\$225.00/day

Classification III.....\$295.00/day

Classification IV.....\$315.00/day

Classification V.....not available

Bounce House Permit.....\$25.00/day

NOTE: Reservations will only be taken up to 6 months in advance to date.

### **Small Picnic Shelters**

Refundable Deposit.....\$75.00

Classification I.....no fee

Classification II.....\$75.00/day

Classification III.....\$95.00/day

Classification IV.....\$105.00/day

Classification V.....not available

Bounce House Permit.....\$25.00/day

NOTE: Reservations will only be taken up to 6 months in advance to date.

## **Sports Fields**

### **Classifications:**

**Class I:** City sponsored/initiated events, meetings, or activities.

**Class II:** Garden Grove resident, Garden Grove based non-profit organizations, and non-Garden Grove government agency.

**Class III:** Garden Grove based business, non-Garden Grove resident, and non-Garden Grove based non-profit.

**Class IV:** Non-Garden Grove based business or for-profit groups, or private clubs.

**Class V:** Sport tournaments, exclusive use, or trade shows

### **2 hour minimum use for all sports facility reservations**

#### **Restroom Maintenance\***

League.....\$15.00/day  
Team.....\$7.50/day

\*Applies to Classifications II through V, which includes all non-City initiated or conducted activities

**Field Restoration Fee\*** .....\$7.00/day

\*Applies to Classifications II through V, which includes all non-City initiated or conducted activities

#### **Classification I**

Softball Fields–No lights.....No fee  
Softball Fields–With lights.....No fee  
Football Fields–No lights.....No fee  
Football Fields–With lights.....No fee  
Soccer Fields–No lights.....No fee  
Soccer Fields–With lights.....No fee  
Baseball Fields–No lights.....No fee  
Baseball Fields–With lights.....No fee

#### **Classification II**

Baseball/Softball Fields–No lights.....\$3.00/hour (Youth Org); \$25.00/hour (Adult Org)  
\$15.00/hour (Resident)  
Baseball/Softball Fields–With lights.....\$25.00/hour (Youth Org); \$35.00/hour (Adult  
Org)  
\$25.00/hour (Resident)  
Football/Soccer Fields–No lights.....\$3.00/hour (Youth Org); \$25.00/hour (Adult Org)  
\$20.00/hour (Resident)  
Football/Soccer Fields–With lights.....\$25.00/hour (Youth Org); \$35.00/hour (Adult Org)  
\$30.00/hour (Resident)  
Drag and line field .....\$50.00  
Bases.....\$30.00  
Lost key fee .....\$ 200.00

#### **Classification III**

Baseball/Softball Fields–No lights.....\$20.00/hour (Youth Org); \$30.00/hour (Adult Org)  
\$32.00/hour (Non-Resident)  
Baseball/Softballs –With lights.....\$25.00/hour (Youth Org); \$35.00/hour (Adult Org)  
\$38.00/hour(Non-Resident)  
Football/Soccer Fields–No lights.....\$20.00/hour (Youth Org); \$30.00/hour (Adult Org)  
\$32.00/hour (Non-Resident)  
Football/Soccer Fields–With lights.....\$30.00/hour (Youth Org); \$40.00/hour (Adult Org)  
\$45.00/hour(Non-Resident)



|                           |           |
|---------------------------|-----------|
| Drag and line field ..... | \$50.00   |
| Bases.....                | \$30.00   |
| Lost key fee .....        | \$ 200.00 |

**Classification IV**

|   |  |
|---|--|
| Baseball/Softball Fields–No lights .....  | \$32.00/hour (Youth Org); \$38.00/hour (Adult Org) |
| Baseball/Softball Fields–With lights..... | \$38.00/hour (Youth Org); \$45.00/hour (Adult Org) |
| Football/Soccer Fields–No lights .....    | \$32.00/hour (Youth Org); \$45.00/hour (Adult Org) |
| Football/Soccer Fields–With lights.....   | \$45.00/hour (Youth Org); \$65.00/hour (Adult Org) |
| Drag and line field.....                  | \$50.00  |
| Bases.....                                | \$30.00  |
| Lost key fee .....                        | \$ 200.00  |

**Classification V**

|  |  |
|--|--|
| Baseball/Softball Fields–No lights .....   | \$45.00/hour (Youth Org); \$55.00/hour (Adult Org) |
| Baseball/Softball Fields–With lights ..... | \$55.00/hour (Youth Org); \$65.00/hour (Adult Org) |
| Football/Soccer Fields–No lights.....      | \$45.00/hour (Youth Org); \$55.00/hour (Adult Org) |
| Football/Soccer Fields–With lights.....    | \$55.00/hour (Youth Org); \$65.00/hour (Adult Org) |
| Drag and line field.....                   | \$50.00  |
| Bases.....                                 | \$30.00  |
| Lost key fee .....                         | \$ 200.00  |

## **Sports and Recreation Center**

**Class I:** City sponsored/initiated events, meetings, or activities.

**Class II:** Garden Grove resident, Garden Grove based non-profit organizations, and non-Garden Grove government agency.

**Class III:** Garden Grove based business, non-Garden Grove resident, and non-Garden Grove based non-profit.

**Class IV:** Non-Garden Grove based business or for-profit groups, or private clubs.

**Class V:** Sport tournaments, exclusive use, or trade shows

**(2 hour minimum use for all sports facility reservations)**

### **Classification I**

Gymnasium .....No fee  
Multipurpose Room .....No fee

### **Classification II**

Gymnasium.....\$65.00/hour Full    \$35.00/hour Half  
Multipurpose Room.....\$55.00/hour  
Deposit .....\$100.00

### **Classification III**

Gymnasium.....\$85.00/hour Full    \$45.00/hour Half  
Multipurpose Room.....\$65.00/hour  
Deposit .....\$100.00

### **Classification IV**

Gymnasium.....\$95.00/hour Full    \$55.00/hour Half  
Multipurpose Room.....\$75.00/hour  
Deposit.....\$100.00

### **Classification V**

Gymnasium.....\$170.00/hour (4 hour minimum)  
Multipurpose Room.....Included in above rate  
Deposit.....\$250.00

## **Special Classifications**

### **Buena Clinton Youth and Family Center**

**Special Classification for Buena Clinton:** Garden Grove Based Nonprofit Organizations, Government Agencies, or GGUSD

#### **DEPOSIT**

Room with food (full access of sink and refrigerator usage) .....\$250.00  
Room without food.....\$200.00

| <u>Room</u>                        | <u>Weekdays</u>    | <u>Weekends</u>   | <u>Set-Up Fee</u> |
|------------------------------------|--------------------|-------------------|-------------------|
| Extended Hour Fee (Staff Fee)..... | \$35.00/hour.....  | \$45.00/hour      |                   |
| Combined Recreation Rooms          |                    |                   |                   |
| 114/115.....                       | \$84.00/hour.....  | \$84.00/hour..... | \$50.00           |
| Upstairs Classroom Room 207.....   |                    |                   |                   |
|                                    |                    |                   | \$50.             |
| 00/hour .....                      | \$50.00/hour.....  | \$50.00           |                   |
| Upstairs Teen Room .....           |                    |                   | \$50.             |
|                                    |                    |                   | \$50.             |
| 00/hour.....                       | \$50.00/hour.....  | \$50.00           |                   |
| Outdoor Space (add on).....        |                    |                   | \$50.             |
|                                    |                    |                   | \$50.             |
| 00/event.....                      | \$50.00/event..... | \$50.00           |                   |

### **Senior Center**

**Special Classification for Senior Center:** Garden Grove Based Nonprofit Organizations, Government Agencies, or GGUSD

| <u>Room</u>      | <u>Weekdays</u>   | <u>Weekend</u>      | <u>Set-Up</u> |
|------------------|-------------------|---------------------|---------------|
| Dining Room..... | \$76.00/hour..... | \$668.00/event..... | \$53.00       |

### **Showmobile**

**Garden Grove Based Non-profit organizations and Garden Grove based Government Agencies are the only users permitted to rent Showmobile**

- Garden Grove Based Non-Profit is a 501(c)3 non-profit organization operating within the city of Garden Grove relating to service clubs, the arts, and youth activities.

Damage Deposit.....\$500.00

| <u>Organization</u> | <u>Fees</u>                                    |
|---------------------|--|
| Daily rental .....  | \$350/day + all towing costs                   |
|                     | Towing costs are paid directly to tow company. |

|                                    |                 |
|------------------------------------|-----------------|
| Staff set up/breakdown Fee.....    | \$300.00/rental |
| Cleaning Fee (non-refundable)..... | \$100.00        |

### **FEE NEGOTIATIONS**

The facilities supervisor, under the direction and approval of the Community Services Director and through the guidelines listed below, has the authority to negotiate room rental rates with a business client where there is a potential for regular on-going business or to fill the facility during what would normally be a slow period.

- Said client has to show proof of lower rates from several other facilities that are located in the surrounding area and are comparable to the facility.
- Negotiated rates would only be in effect for the duration of the original contract (no longer than one year). At the end of the contract the fees would have to be renegotiated for any rate other than the standard.
- The Facility Supervisor will only negotiate room rental rates when it is deemed necessary in order to stay comparable with other surrounding facilities, otherwise those standards rates currently in effect will be used.
- Negotiated rates can only be offered to a potential client with the prior approval of the Community Services Director.

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE  
ADOPTING THE GARDEN GROVE HOUSING AUTHORITY BUDGET FOR FISCAL YEAR  
2023-24 AND FISCAL YEAR 2024-25

WHEREAS, the Garden Grove City Council has given careful consideration to the adoption of the Garden Grove Housing Authority budget for Fiscal Year 2023-24 and Fiscal Year 2024-25.

NOW, THEREFORE, BE IT RESOLVED that the Director of the Garden Grove Housing Authority is hereby authorized to expend in accordance with Section 34200, et seq., of the Health and Safety Code of the State of California on behalf of the Garden Grove Housing Authority an amount of \$49,642,400 for Fiscal Year 2023-24 and \$51,851,300 for Fiscal Year 2024-25 from new appropriations for the planned activities shown below:

| <u>Expenditures</u>                    | FY 2023-24        | FY 2024-25        |
|--|-------------------|-------------------|
| Administration                         | \$ 4,028,800      | \$ 4,248,000      |
| Housing Assistance Program Portability | 4,765,000         | 4,765,000         |
| Other Housing Programs                 | 613,600           | 618,000           |
| Housing Assistance Payments            | <u>40,235,000</u> | <u>42,220,300</u> |
| TOTAL EXPENDITURES                     | \$ 49,642,400     | \$ 51,851,300     |

BE IT FURTHER RESOLVED by the Garden Grove City Council that the total of \$49,642,400 for Fiscal Year 2023-24 and \$51,851,300 for Fiscal Year 2024-25 which the Director of the Garden Grove Housing Authority is authorized to expend in accordance with the laws of the State of California shall be appropriated from the following funds for the Fiscal Year 2023-24 and Fiscal Year 2024-25.

| <u>Funding</u>                              | FY 2023-24        | FY 2024-25        |
|---|-------------------|-------------------|
| Low/Mod Housing Agency (501)                | \$ 576,600        | \$ 581,000        |
| Housing Authority- Civic Center Prop. (502) | 37,000            | 37,000            |
| Housing Authority-Sec8 Admin (681)          | 4,028,800         | 4,248,000         |
| Housing Authority (682)                     | <u>45,000,000</u> | <u>46,985,300</u> |
| TOTAL FUNDING                               | \$ 49,642,400     | \$ 51,851,300     |

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Garden Grove approves the above mentioned Garden Grove Housing Authority budget for Fiscal Year 2023-24 and Fiscal Year 2024-25.

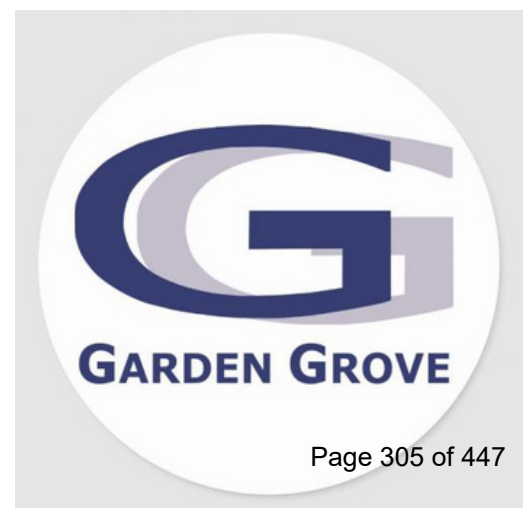
# CITY OF GARDEN GROVE

PROPOSED BIENNIAL BUDGET

FY 2023-2025



WWW.GGCITY.ORG



# CITY OF GARDEN GROVE

## CITY COUNCIL

Steve Jones  
Mayor

George S. Brietigam III  
Mayor Pro Tem – District 1

Cindy Ngoc Tran  
Council Member – District 3

John R. O’Neil  
Council Member – District 2

Stephanie Klopfenstein  
Council Member – District 5

Joe DoVinh  
Council Member – District 4

Kim B. Nguyen  
Council Member – District 6

## City Officials

Lisa Kim  
City Manager

Maria Stipe  
Assistant City Manager

Craig Beck  
Interim Community & Economic  
Development Director

Omar Sandoval  
City Attorney

Anand Rao  
Information Technology Director

Laura Stover  
Human Resources Director

John Montanchez  
Community Services Director

Patricia Song  
Finance Director

William Murray  
Public Works Director

Amir El-Farra  
Police Chief



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City of Garden Grove  
PROPOSED  
**Biennial Budget**  
FY 2023-24 & FY 2024-25

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**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

June 13, 2023

Honorable Mayor and Members of the City Council:

I am pleased to present the proposed fiscal year ("FY") 2023-25 biennial budget for the City of Garden Grove. This budget document provides the foundation for our work plan and, most importantly, the commitments to our residents and business community. As a financial document, this budget presents our best assumptions for revenues and expenditures for the next couple of years. As a policy document, it presents the City Council's unwavering commitment to providing resources towards the priorities identified for our community.

Over the last several years, our City had to endure several challenges including a global pandemic and continued economic uncertainty as elevated national inflation generated by lingering supply-chain disruption led to sharp increases in the cost of living across our country and throughout our community. Despite the challenges, our City managed to continue moving forward. Our financial position remained strong and, at the City Council's direction, implemented policies and practices that ensured the City's financial sustainability – including healthy reserve levels. As a community, we were resilient and our revenue sources are now back to the levels they were before the pandemic. These revenue increases have put us on the path of economic recovery. We are now in a position where we can begin to address several organizational needs while being prudent and strategic.

The spending plan for the upcoming fiscal years includes funding for the City Council's six priorities, which include: addressing homelessness; enhancing public safety; providing economic development and support of local businesses; focusing on infrastructure; providing resources for Code Enforcement; and celebrating cultural diversity. We will remain steadfast and proactive in ensuring that these priorities are met. The FY 2023-25 proposed biennial budget has dedicated resources to begin to address each priority in the upcoming fiscal years.

Although there are circumstances that may threaten our financial position in the future including high interest rates, uncertainty in financial institutions, and a potential mild recession; as we see it today, the City's current financial position remains stable and we anticipate our revenues to trend favorably for the foreseeable future. While we remain hopeful and optimistic, staff will continue to monitor the revenues and any adverse fluctuations in expected trends.

The FY 2023-25 budget includes revenues in FY 2023-24 for all funds totaling \$321.9 million and \$338.2 million in FY 2024-25. On the expenditure side, we are proposing a spending plan for FY 2023-24 for all funds of \$381.7 million and \$373.1 million for FY 2024-25. The tables in the following page demonstrate the seven different fund categories and their respective fund balances along with projected revenues and proposed expenditures. This includes the General

Fund, Other Governmental Funds (primarily federal, state, county grants and funds for the Capital Improvement Program, or CIP), Internal Service Funds and the Water Utility Funds. The tables also take into account the City's three different component units: the Sanitary District, the Housing Authority and the Successory Agency.

**FY 2023-24 Proposed Operating Budget Summary**  
 (\$'000)

| Fund                   | Beginning Fund<br>Balance/<br>Working Capital | Sources           | Uses              | Ending Fund<br>Balance |
|------------------------|---|-------------------|-------------------|------------------------|
| General Fund           | \$ 55,856                                     | \$ 167,238        | \$ 168,886        | \$ 54,208              |
| Other Govt Funds       | 78,807  | 28,467            | 40,823            | 66,451                 |
| Internal Service Funds | 40,444  | 19,961            | 28,440            | 31,965                 |
| Water Utility          | 44,506  | 41,692            | 58,625            | 27,573                 |
| Sanitary District      | 65,959  | 15,309            | 26,075            | 55,193                 |
| Housing Authority      | 4,358   | 48,880            | 49,642            | 3,596                  |
| Successory Agency      | 8,811   | 352               | 9,163             | -                      |
| <b>TOTAL</b>           | <b>\$ 298,741</b>                             | <b>\$ 321,899</b> | <b>\$ 381,654</b> | <b>\$ 238,986</b>      |

Table 1 – FY 2023-24 Total Citywide Budget

**FY 2024-25 Proposed Operating Budget Summary**  
 (\$'000)

| Fund                   | Beginning Fund<br>Balance/<br>Working Capital | Sources           | Uses              | Ending Fund<br>Balance |
|------------------------|---|-------------------|-------------------|------------------------|
| General Fund           | \$ 54,208                                     | \$ 171,623        | \$ 174,275        | \$ 51,556              |
| Other Govt Funds       | 66,451  | 28,815            | 33,660            | 61,606                 |
| Internal Service Funds | 31,965  | 20,460            | 28,804            | 23,621                 |
| Water Utility          | 27,573  | 41,654            | 52,793            | 16,433                 |
| Sanitary District      | 55,193  | 15,398            | 22,548            | 48,043                 |
| Housing Authority      | 3,596   | 51,049            | 51,851            | 2,794                  |
| Successory Agency      | -   | 9,172             | 9,172             | -                      |
| <b>TOTAL</b>           | <b>\$ 238,986</b>                             | <b>\$ 338,171</b> | <b>\$ 373,103</b> | <b>\$ 204,053</b>      |

Table 2 – FY 2024-25 Total Citywide Budget

The Citywide budget is structurally balanced for the next two fiscal years while providing additional funding for much needed enhancements throughout our community.

### General Fund

In the General Fund, which is the City's largest operating fund, the revenues are projected to total \$167.2 million in FY 2023-24 and \$171.6 million in FY 2024-25. The three major revenue sources (Sales Tax, Property Tax, and Hotel Visitor's Tax) generate approximately 87% of the revenue and the projected growth has allowed the City to fund several requests proposed by the Departments that are in alignment with the City Council Priorities.

| <b>SOURCES:</b>                | <b>FY 2023-24<br/>('\$000)</b> | <b>FY 2024-25<br/>('\$000)</b> |
|--------------------------------|--------------------------------|--------------------------------|
| <b>OPERATING REVENUES:</b>     |                                |                                |
| SALES TAX                      | \$ 30,639                      | \$ 31,409                      |
| MEASURE O                      | 29,669                         | 30,415                         |
| PROPERTY TAX                   | 60,890                         | 62,596                         |
| HOTEL VISITOR'S TAX            | 25,000                         | 25,750                         |
| OTHER GF REVENUE               | 21,040                         | 21,453                         |
| <b>TOTAL OPERATING REVENUE</b> | <b>\$ 167,238</b>              | <b>\$ 171,623</b>              |
| <b>ONE-TIME FUNDING:</b>       |                                |                                |
| FY2022-23 SURPLUS              | 1,648                          | 2,652                          |
| <b>TOTAL SOURCES</b>           | <b>\$ 168,886</b>              | <b>\$ 174,275</b>              |

Table 3 – General Fund Revenue

We are proposing the General Fund budget at \$168.9 million in FY 2023-24 and \$174.3 million in FY 2024-25. Included in the proposed budget is the continuation of funding for public safety; recreational, cultural and social services; maintenance and improvements to the City's infrastructure; planning and development services; and City administration.

The proposed General Fund budget includes funding for all salaries and benefits, contracts, commodities, other expenditures (internal service payments and debt service payments), transfers to other funds, and capital improvement.

In addition, we are investing over \$13 million (\$7.3 million in FY 23-24 & \$5.8 million in FY 24-25) of increased funding in our General Fund budget to enhance programs and services provided to our community over the next two fiscal years. The additional funding covers:

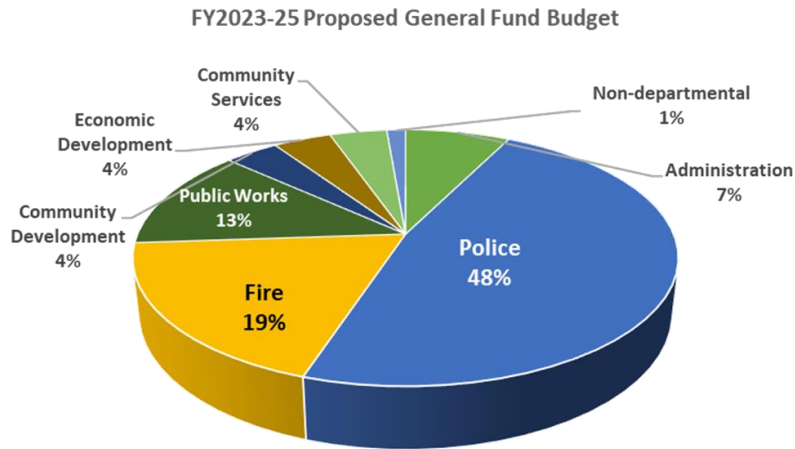
- Addition of 17 full-time positions to strategically address Council priorities
- Contractual funding for Be Well, which provides mobile mental health services
- Flood Channel Repair & Improvements
- Funding to supplement Building, Code Enforcement and Planning services

- Funding for Economic Development and Engineering, construction and grant development
- Replacement of critical Police equipment
- Enhancements to the City's public facilities and infrastructure
- Several IT upgrades/enhancements
- Continuation of the City's Pavement Management Plan acceleration program
- Traffic and parking enforcement
- Additional Funding for Trees and Flood Control Maintenance
- Resources for the Sidewalk, Curb & Gutter Cleanup program

The following table and pie chart summarize the General Fund budget by Department and function.

| <b>General Fund Expenditure</b> | <b>FY 2023-24<br/>('\$'000)</b> | <b>FY 2024-25<br/>('\$'000)</b> |
|---------------------------------|---------------------------------|---------------------------------|
| <b>CITY ADMINISTRATION</b>      |                                 |                                 |
| CITY MANAGER                    | \$ 4,222                        | \$ 4,392                        |
| CITY ATTORNEY                   | 1,023                           | 1,074                           |
| FINANCE                         | 4,119                           | 4,294                           |
| HUMAN RESOURCES                 | 2,303                           | 2,353                           |
| INFORMATION TECHNOLOGY          | 833                             | 853                             |
| TOTAL CITY ADMINISTRATION       | 12,500                          | 12,966                          |
| <b>PUBLIC SAFETY - POLICE</b>   | 80,552                          | 84,532                          |
| <b>PUBLIC SAFETY - FIRE</b>     | 31,760                          | 32,966                          |
| <b>PUBLIC WORKS</b>             | 21,621                          | 20,902                          |
| <b>COMMUNITY DEVELOPMENT</b>    | 6,448                           | 6,846                           |
| <b>ECONOMIC DEVELOPMENT</b>     | 6,926                           | 6,724                           |
| <b>COMMUNITY SERVICES</b>       | 6,834                           | 7,092                           |
| <b>NON-DEPARTMENTAL</b>         | 2,245                           | 2,247                           |
| <b>TOTAL USES</b>               | <b>\$ 168,886</b>               | <b>\$ 174,275</b>               |

Table 4 – General Fund Expenditure by Department/Function



### Other Funds

**Water:** The Water Enterprise Fund's proposed budget for FY 2023-24 totals \$58.6 million and \$52.8 million for FY 2024-25. The budget includes the continued implementation of the Water Master Plan, capital improvement funding and additional commodity water charges as a result of new PFOA/PFOS regulations. The proposed revenue figures in the Water Budget do not include any rate adjustments. Staff is currently undergoing a Water Rate study and will bring the recommendations for Council consideration in early fall of 2023.

**Housing Authority:** The Housing Authority's proposed budget for FY 2023-24 is \$49.6 million and \$51.9 million for FY 2024-25. The budget includes funding from the Department of Housing and Urban Development for the Mainstream Vouchers Program and Housing Assistance Program portability. The authority provides rent subsidies for over 2,500 low-income families and provides several outreach activities to tenants and landlords and conduct annual and special inspections of properties.

**Other Governmental Funds** are comprised primarily of federal, state and county grants for specialized programs, such as the CDBG, CalHOME, AQMD, etc. and funds used to fund the CIP projects such as Gas Tax, Citywide Park Fees, Measure M, etc. The total budget for all Other Governmental Funds combined is \$40.8 million in FY 2023-24 and \$33.7 million in FY 2024-25.

**Internal Service Funds** consist of the Fleet, IT, Worker's Compensation, General Liability and Building Rehab funds and others (listed in the attached resolution). The Internal Service funds account for the acquisition of goods and services provided by one City department to other City departments on a cost-reimbursement basis. The proposed budget for Internal Service Funds is \$28.4 million in FY 2023-24 and \$28.8 million in FY 2024-25.

**Successor Agency:** The FY 2023-24 budget for the Successor Agency is based on the enforceable obligations approved by the California Department of Finance on the Recognized Obligation Payment Schedule (ROPS), covering the period from July 2023 to June 2024 and totaling \$9.2 million. The FY 2023-24 budget totals \$9.2 million as well and is based on the estimated payment schedule and will be amended in accordance with the ROPS approved by the Department of Finance next year.



### Conclusion

As we move forward, there is a lot more left to accomplish together. We have endured a global pandemic and uncertainty on more than one front. Through it all though, I am encouraged by our City's resilience and our staff's dedication. It is with sincere gratitude and appreciation to the City Council for their exceptional leadership, deep comprehension of the community's needs, and an unwavering commitment to working together towards a brighter future. Additionally, I extend my heartfelt thanks to our City staff for their tireless work and enthusiasm in serving our residents, and contributing towards progress of the community. Your hard work and dedication have been played a pivotal role in achieving our goals and ensuring that our City remains an excellent place to live, work, and play.

Finally, I want to express my gratitude to the residents of our City for their support and dedication to the City's success. Your valuable input and feedback have been vital in shaping our budget, guiding our decisions, and fulfilling Council priorities. Together, we can continue to make our City a better place for all.

Thank you again for your support and dedication to our City's success. I look forward to working with you all in the coming year and beyond.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'Lisa', followed by a horizontal line.

Lisa L. Kim

City Manager

# Budget Summaries

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## **ORGANIZATIONAL MISSION, VISION, AND GUIDING PRINCIPLES**

### **Mission Statement**

The mission of the City of Garden Grove is to provide responsible leadership and quality services as we promote safety, cultural harmony, and life enrichment.

The City's Mission Statement was developed by employees and ratified by the City Council in 1995. It is designed to reflect our purpose.

### **Vision Statement**

The vision of Garden Grove is to be a safe, attractive, and economically vibrant city with an informed and involved public. We are a diverse community that promotes our unique attributes and preserves our residential character.

In 2004, the Garden Grove City Council authorized a community study to determine what issues were most important to Garden Grove residents. Over the following year and-a-half, opinions were gathered through focus groups, surveys, an open house, and a community forum. The results were developed into a Community Vision Statement, Guiding Principles, and Strategic Goals, which were approved in March 2005 by the City Council.

### **Guiding Principles**

We commit ourselves to the betterment of the individual, the organization, and the community, by fostering a spirit of trust, creativity, cooperation, integrity, empathy, respect and quality service to all.

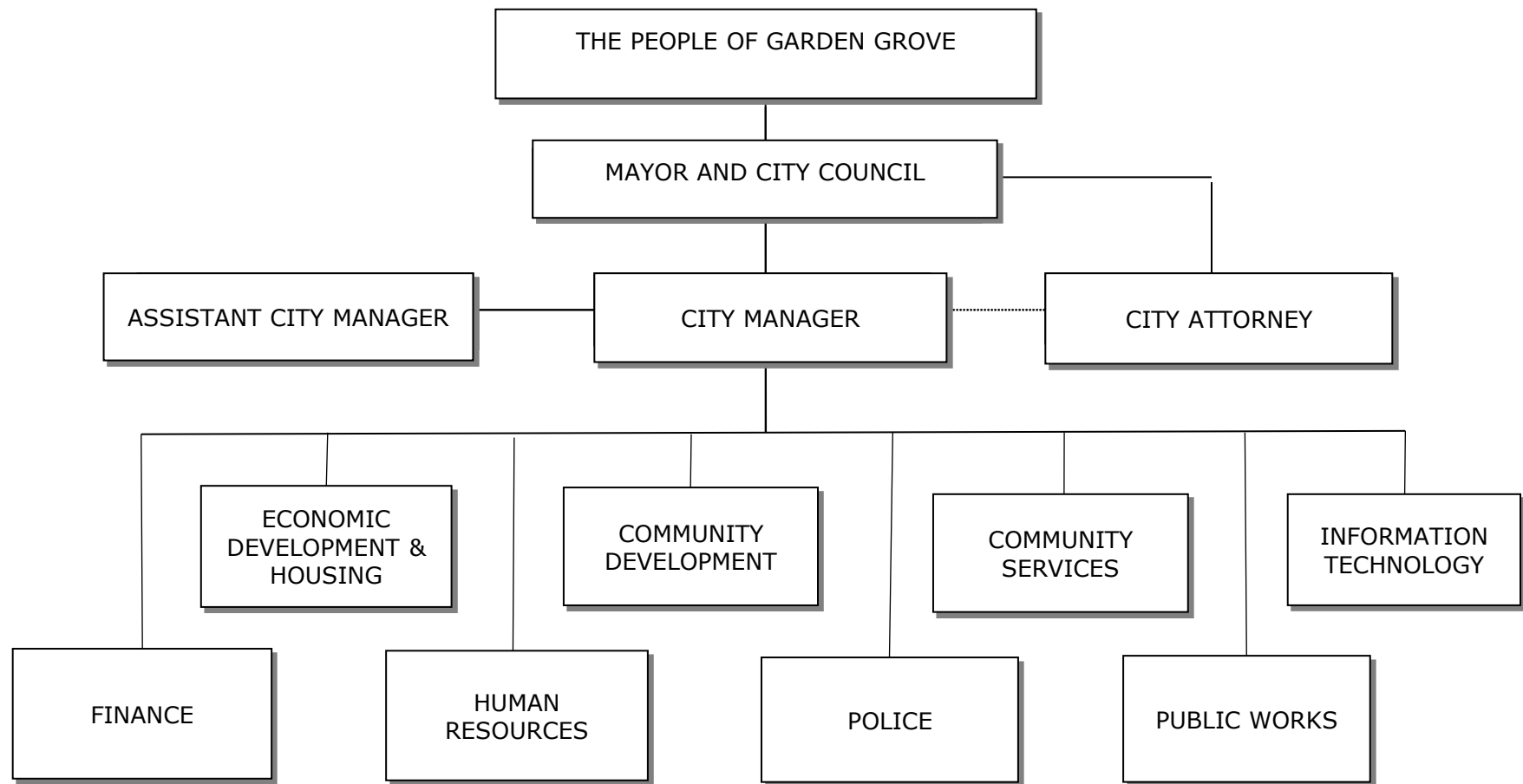
The City Manager, Department Directors, Division Managers and City Council developed Guiding Principles to shape the way we conduct our business of serving the community.

## Organizational Goals

Goals help us achieve the vision and mission of the City of Garden Grove. In addition to the goals articulated in each department's budget, the City Council established specific organizational priorities for the 2023-24 and 2024-25 fiscal years. These priorities include: addressing homelessness; enhancing public safety; providing economic development and support of local businesses; focusing on infrastructure; providing resources for Code Enforcement; and celebrating cultural diversity.

1. Addressing Homelessness: Move forward with the Navigation Center; provide extensive outreach campaign; continue the Be Well OC partnership and include funding for it in the biennial budget; continue exploring options to improve health and housing outcomes for homeless individuals.
2. Enhancing Public Safety: Construct the new police station; expand on community/stakeholder engagement; address crimes related to homelessness and violent crimes; Maintain Measure O Public Safety staffing plan; enhance connection between police and the community and our schools.
3. Providing Economic Development and support of local businesses: Enhance our "buy in Garden Grove" (BIGG) campaign; update and enhance outreach/media campaigns to promote SBA and other local business support programs; maintain strong partnership and support for Chamber programs and events; facilitate/promote successful opening of Cottage industries; conduct civic center engagement initiatives.
4. Focusing on Infrastructure: Continue the implementation of the pavement maintenance acceleration program as well as the capital asset renewal and replacement reserve policy; initiate construction of 3rd PFAS filtration system at Lampson Reservoir; continue to implement sewer and water master plans to increase capacity; implement SCAG parking study and carry out parking enhancement projects.
5. Providing resources for Code Enforcement: Greater emphasis on enforcing property maintenance codes; establish a permit program for short-term rentals; maintain Code Enforcement staffing, enforcement and case resolution.
6. Celebrating Cultural Diversity: Continue to incorporate and enhance celebrations of cultural diversity in Community Services programs/projects; continue unconscious bias in the workplace training for all new City employees, commissioners and councilmembers.

# City of Garden Grove



FY23-24 & FY 24-25

**REVENUE SUMMARY  
(IN THOUSANDS OF DOLLARS)**

|                                 | 2023-24            | 2024-25            |
|---------------------------------|--------------------|--------------------|
|                                 | Proposed<br>Budget | Proposed<br>Budget |
| <hr/>                           |                    |                    |
| <u>CITY REVENUE</u>             |                    |                    |
| <u>GENERAL FUND</u>             |                    |                    |
| Sales Tax                       | \$ 30,639          | \$ 31,409          |
| Measure O Sales Tax             | 29,669             | 30,415             |
| Property Tax                    |                    |                    |
| General                         | 23,218             | 23,905             |
| Paramedics                      | 14,895             | 15,193             |
| Motor Vehicle Tax               | 22,277             | 22,999             |
| Property Transfer Tax           | 500                | 500                |
| Hotel Visitors Tax              | 25,000             | 25,750             |
| Franchises                      | 2,350              | 2,400              |
| Business Tax                    | 2,800              | 2,800              |
| Licenses & Permits              | 2,497              | 2,520              |
| Fines, Forfeitures & Penalties  | 1,925              | 2,045              |
| Investment Earnings             | 1,489              | 1,555              |
| Charges for Services            | 7,105              | 7,171              |
| Miscellaneous Revenue           | 2,874              | 2,961              |
| FY 2022-23 Surplus              | 1,648              | 2,652              |
| Total General Fund              | 168,886            | 174,275            |
| <u>Other Governmental Funds</u> | 26,819             | 26,163             |
| <u>Internal Service Funds</u>   | 19,961             | 20,460             |
| <u>Water Utility</u>            | 41,692             | 41,654             |
| <u>Sanitary District</u>        | 15,309             | 15,398             |
| <u>Housing Authority</u>        | 48,870             | 51,049             |
| <u>Successor Agency</u>         | 352                | 9,172              |
| Total Citywide Revenue          | \$ 321,889         | \$ 338,171         |

**CITYWIDE BUDGET  
FUND CATEGORY  
FY 2023-24 & FY 2024-25  
(\$000)**

| FUND CATEGORY            | Proposed<br>FY 2023-24 | Proposed<br>FY 2024-25 |
|--------------------------|------------------------|------------------------|
| General Fund             | \$ 168,886             | \$ 174,275             |
| Other Governmental Funds | 40,822                 | 33,660                 |
| Internal Service Funds   | 28,440                 | 28,804                 |
| Water Utility            | 58,625                 | 52,793                 |
| Sanitary District        | 26,075                 | 22,548                 |
| Housing Authority        | 49,642                 | 51,851                 |
| Successor Agency         | 9,164                  | 9,172                  |
| TOTAL                    | <u>\$ 381,654</u>      | <u>\$ 373,103</u>      |



**DEPARTMENT OPERATING BUDGET**  
**General Fund**  
**FY 2023-24 & FY 2024-25**  
**(\$000)**

| DEPARTMENTS                | Proposed<br>FY 2023-24 | Proposed<br>FY 2024-25 |
|----------------------------|------------------------|------------------------|
| Fire                       | \$ 31,760              | \$ 32,966              |
| Police                     | 80,552                 | 84,532                 |
| Public Safety Subtotal     | 112,312                | 117,498                |
| City Manager               | 4,222                  | 4,392                  |
| City Attorney              | 1,023                  | 1,074                  |
| Community Development      | 6,448                  | 6,846                  |
| Community Services         | 6,834                  | 7,092                  |
| Econ Dev & Housing         | 6,926                  | 6,724                  |
| Finance                    | 4,119                  | 4,294                  |
| Human Resources            | 2,303                  | 2,353                  |
| Information Technology     | 833                    | 853                    |
| Public Works               | 21,621                 | 20,902                 |
| Other Departments Subtotal | 54,329                 | 54,530                 |
| Non-Departmental           | 2,245                  | 2,247                  |
| CITY TOTAL                 | \$ 168,886             | \$ 174,275             |

## AUTHORIZED POSITIONS BY DEPARTMENT

|                         | Amended<br>Fiscal Year<br>2022-23 | Proposed<br>Fiscal Year<br>2023-24 | Proposed<br>Fiscal Year<br>2024-25 |
|-------------------------|-----------------------------------|------------------------------------|------------------------------------|
| Police                  |                                   |                                    |                                    |
| Sworn                   | 182                               | 183                                | 183                                |
| Non-Sworn               | <u>70</u>                         | <u>71</u>                          | <u>71</u>                          |
| Police Total            | 252                               | 254                                | 254                                |
| City Manager            | 15                                | 15                                 | 15                                 |
| Community Development   | 26                                | 30                                 | 31                                 |
| Community Services      | 20                                | 20                                 | 20                                 |
| Economic Dev & Housing  | 27                                | 30                                 | 30                                 |
| Finance                 | 33                                | 33                                 | 33                                 |
| Human Resources         | 10                                | 11                                 | 11                                 |
| Information Technology  | 18                                | 18                                 | 19                                 |
| Public Works            | <u>154</u>                        | <u>158</u>                         | <u>159</u>                         |
| Total Non-Public Safety | 303                               | 315                                | 318                                |
| CITY TOTALS             | <u>555</u>                        | <u>569</u>                         | <u>572</u>                         |

# Departmental Budgets

## **CITY MANAGER'S OFFICE**

### **What Services Do We Provide?**

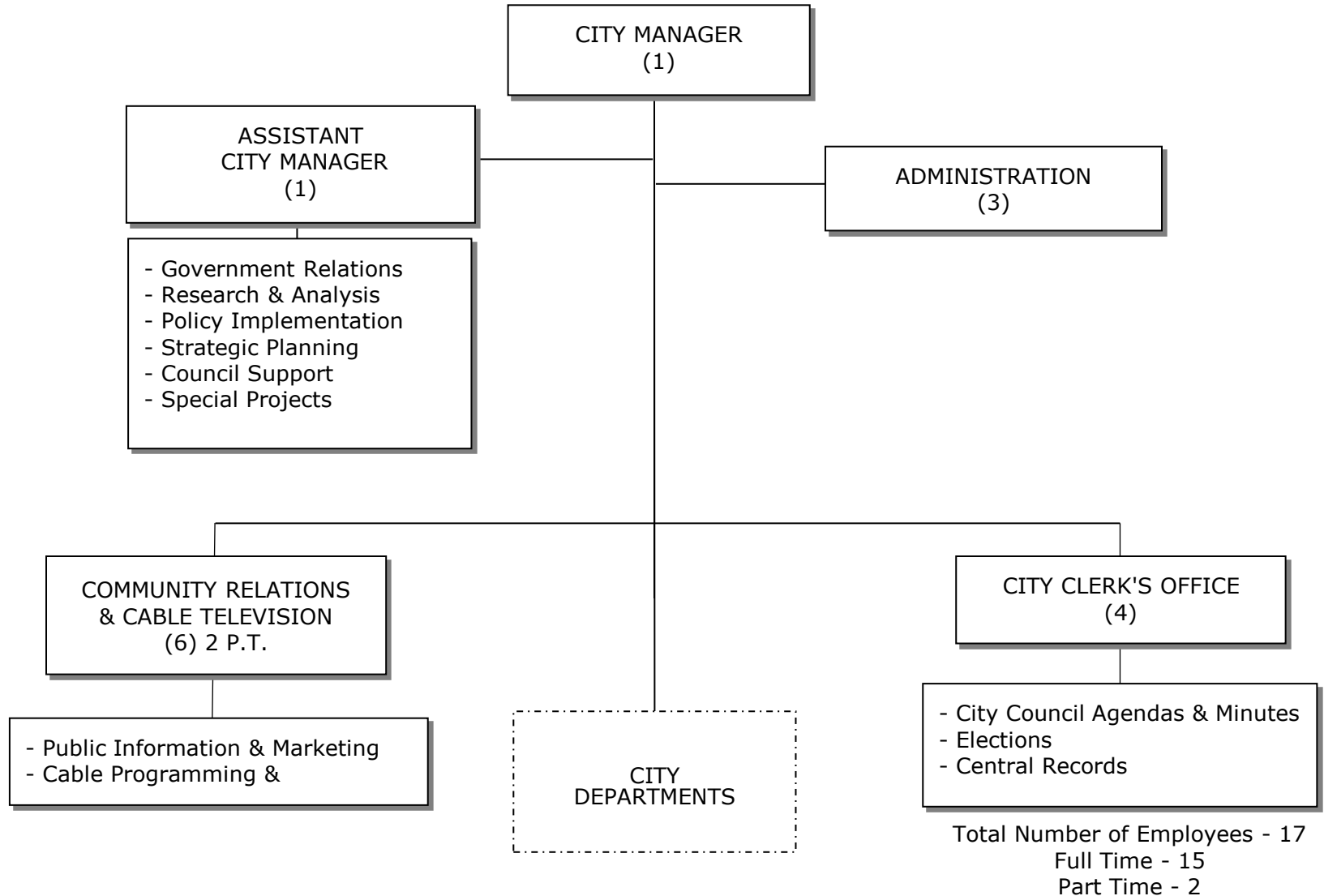
The City Manager's Office is responsible for assisting the City Council in establishing community goals and policies and providing leadership and direction in the administration of all City departments and services. Primary functions within City Manager's Office include legislative support, policy implementation, budget development, strategic planning, and communication services. Additionally, the Office manages the City Council meeting agenda, elections, and public records. The Office also monitors and responds to federal and state legislative issues, and represents the City's interests throughout the region.

### **FY 2023-25 GOALS**

1. Manage and facilitate implementation of the FY 2023-25 Action Plan to achieve Tier 1 and Tier 2 priorities established by the City Council. Tier 1 priorities include infrastructure, economic development initiatives and support of local businesses, Public Safety and homelessness. Tier 2 priorities include code enforcement and celebrating Garden Grove's cultural diversity.
2. Maintain an open dialogue and promote a positive image of Garden Grove to the community and fellow employees through effective communication, cable programming and digital media, and City programs and activities.
3. Oversee the successful restructuring of the Community Development and Economic Development departments.
4. Facilitate transition of the Garden Grove Police Department's Special Resources Team, Housing Authority, GGTV3, and IT computer lab to the new City building.
5. Oversee and manage business retention and expansion strategies.
6. Manage an active legislative advocacy program focused on protecting Garden Grove's interests and identifying resources available to enhance City services and programs.

7. Continue to build upon the City's relationship with the Garden Grove Unified School District, other local agencies and the County of Orange.
8. Communicate strategic goals, organizational needs and direction to staff throughout the organization on a consistent basis.

## City Manager's Office



FY23-24 & FY24-25

**100 - CITY ADMINISTRATION  
OPERATING BUDGET  
FY 2023-24**

|                   |                                  |
|-------------------|----------------------------------|
| <b>Department</b> | <b>100 - CITY ADMINISTRATION</b> |
| Activity          | (All)                            |

| Annual Budget                     | Fund Group        |                           |                      |                  |
|-----------------------------------|-------------------|---------------------------|----------------------|------------------|
| Division                          | 10 - GENERAL FUND | 20 - SPECIAL REVENUE FUND | 60 - ENTERPRISE FUND | Grand Total      |
| 101 - CM - CITY COUNCIL           | 574,600           |                           | 63,400               | 638,000          |
| 102 - CM - CITY MANAGER           | 1,978,700         | 27,700                    | 426,900              | 2,433,300        |
| 103 - CM - CITY CLERK             | 797,000           |                           | 12,800               | 809,800          |
| 104 - CM - COMMUNITY<br>RELATIONS | 872,100           | 798,500                   | 23,100               | 1,693,700        |
| <b>Grand Total</b>                | <b>4,222,400</b>  | <b>826,200</b>            | <b>526,200</b>       | <b>5,574,800</b> |

Note: Fund Group 10 - General Fund includes Measure O (112), Econ Development (113), TID Transit (114), Landsale (115), and TID Street Projects (116). Reference ACFR for the special revenue funds and capital project funds.

**100 - CITY ADMINISTRATION  
OPERATING BUDGET  
FY 2024-25**

|                   |                                  |
|-------------------|----------------------------------|
| <b>Department</b> | <b>100 - CITY ADMINISTRATION</b> |
| Activity          | (Multiple Items)                 |

| Annual Budget                     | Fund Group        |                           |                      |                  |
|-----------------------------------|-------------------|---------------------------|----------------------|------------------|
| Division                          | 10 - GENERAL FUND | 20 - SPECIAL REVENUE FUND | 60 - ENTERPRISE FUND | Grand Total      |
| 101 - CM - CITY COUNCIL           | 599,500           |                           | 66,200               | 665,700          |
| 102 - CM - CITY MANAGER           | 1,921,700         | 29,300                    | 448,600              | 2,399,600        |
| 103 - CM - CITY CLERK             | 987,300           |                           | 77,900               | 1,065,200        |
| 104 - CM - COMMUNITY<br>RELATIONS | 884,100           | 831,800                   | 23,100               | 1,739,000        |
| <b>Grand Total</b>                | <b>4,392,600</b>  | <b>861,100</b>            | <b>615,800</b>       | <b>5,869,500</b> |

Note: Fund Group 10 - General Fund includes Measure O (112), Econ Development (113), TID Transit (114), Landsale (115), and TID Street Projects (116). Reference ACFR for the special revenue funds and capital project funds.



## **FIRE DEPARTMENT**

Effective August 16, 2019, City Fire and Emergency Medical services are provided through contract with the Orange County Fire Authority.

**105 - FIRE  
OPERATING BUDGET  
FY 2023-24**

|          |                                     |
|----------|-------------------------------------|
| Division | 105 - CM - FIRE PROTECTION SERVICES |
| Activity | (All)                               |

| Annual Budget<br>Department    | Fund Group | 10 - GENERAL FUND | Grand Total       |
|--------------------------------|------------|-------------------|-------------------|
| 105 - FIRE PROTECTION SERVICES |            | 31,759,700        | 31,759,700        |
| <b>Grand Total</b>             |            | <b>31,759,700</b> | <b>31,759,700</b> |

Note: Fund Group 10 - General Fund includes Measure O (112), Econ Development (113), TID Transit (114), Landsale (115), and TID Street Projects (116).  
Reference ACFR for the special revenue funds and capital project funds.

**105 - FIRE  
OPERATING BUDGET  
FY 2024-25**

|          |                                     |
|----------|-------------------------------------|
| Division | 105 - CM - FIRE PROTECTION SERVICES |
| Activity | (Multiple Items)                    |

| Annual Budget<br>Department    | Fund Group | 10 - GENERAL FUND | Grand Total       |
|--------------------------------|------------|-------------------|-------------------|
| 105 - FIRE PROTECTION SERVICES |            | 32,966,400        | 32,966,400        |
| <b>Grand Total</b>             |            | <b>32,966,400</b> | <b>32,966,400</b> |

Note: Fund Group 10 - General Fund includes Measure O (112), Econ Development (113), TID Transit (114), Landsale (115), and TID Street Projects (116).  
Reference ACFR for the special revenue funds and capital project funds.

## **CITY ATTORNEY'S OFFICE**

City Attorney services are provided through contract with the law firm of Woodruff, Spradlin, & Smart.

**110 - CITY ATTORNEY  
OPERATING BUDGET  
FY 2023-24**

|                   |                            |
|-------------------|----------------------------|
| <b>Department</b> | <b>110 - CITY ATTORNEY</b> |
| Activity          | (All)                      |

| <b>Annual Budget</b>     | <b>Fund Group</b>        |                                  |
|--------------------------|--------------------------|----------------------------------|
| <b>Division</b>          | <b>10 - GENERAL FUND</b> | <b>20 - SPECIAL REVENUE FUND</b> |
| 111 - CA - CITY ATTORNEY | 1,022,600                | 25,800                           |
| <b>Grand Total</b>       | <b>1,022,600</b>         | <b>25,800</b>                    |

Note: Fund Group 10 - General Fund includes Measure O (112), Econ Development (113), TID Transit (114), Landsale (115), and TID Street Projects (116). Reference ACFR for the special revenue funds and capital project funds.

**110 - CITY ATTORNEY  
OPERATING BUDGET  
FY 2024-25**

|                   |                            |
|-------------------|----------------------------|
| <b>Department</b> | <b>110 - CITY ATTORNEY</b> |
| Activity          | (Multiple Items)           |

| <b>Annual Budget</b>     | <b>Fund Group</b>        | <b>20 - SPECIAL REVENUE</b> |
|--------------------------|--------------------------|-----------------------------|
| <b>Division</b>          | <b>10 - GENERAL FUND</b> | <b>FUND</b>                 |
| 111 - CA - CITY ATTORNEY | 1,073,800                | 27,100                      |
| <b>Grand Total</b>       | <b>1,073,800</b>         | <b>27,100</b>               |

Note: Fund Group 10 - General Fund includes Measure O (112), Econ Development (113), TID Transit (114), Landsale (115), and TID Street Projects (116). Reference ACFR for the special revenue funds and capital project funds.

## **HUMAN RESOURCES DEPARTMENT**

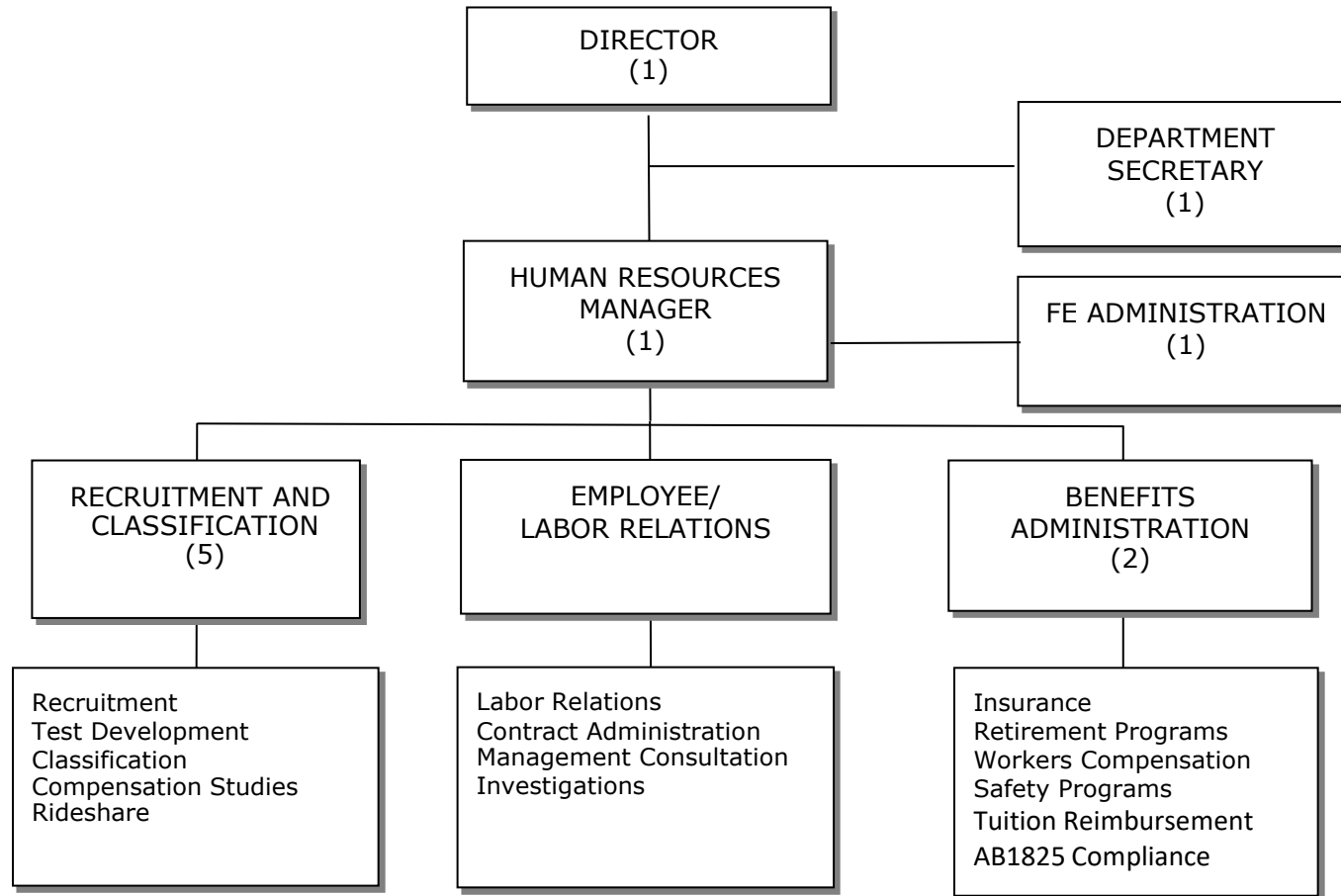
### **What Services Do We Provide?**

The mission of the Human Resources Department is to provide guidance and support to our diverse community of employees and applicants, and to promote the City of Garden Grove as a great place to work and thrive. Human Resources places an emphasis on fairness and consistency in the recruitment, selection, retention and personal and professional development of the City's most important asset--our employees.

### **FY 2023-2025 GOALS**

1. Complete the implementation of ERP Personnel Action Form workflows for merit increases, evaluations, new hires, and separations.
2. Finalize equity study and implement approved recommendations to ensure pay equity internally and externally with Garden Grove comparator cities and compliance with State minimum wage laws.
3. Conduct needs assessment for Information Technology Department relative to cybersecurity position and create new classification.
4. Hire qualified candidates to fill the positions of Community Development Director and Economic Development Director through an extensive competitive recruitment process.
5. Review and revise bilingual examinations for Spanish, Korean, and Vietnamese.
6. Develop and implement a Department of Transportation random drug testing program for applicable positions.
7. Develop system to ensure consistent workers' compensation training is provided to all supervisory staff on an annual basis.
8. Develop and implement a training program to support employee development, including training on leadership, supervision, diversity, inclusion, implicit bias, and cultural awareness.

# Human Resources



Total Number of Employees - 11  
Full Time - 11

FY23-24 & FY24-25



**120 - HUMAN RESOURCES  
OPERATING BUDGET  
FY 2023-24**

|                   |                              |
|-------------------|------------------------------|
| <b>Department</b> | <b>120 - HUMAN RESOURCES</b> |
| Activity          | (Multiple Items)             |

| <b>Annual Budget</b>       | <b>Fund Group</b>        |                             |                             |                    |
|----------------------------|--------------------------|-----------------------------|-----------------------------|--------------------|
| <b>Division</b>            | <b>10 - GENERAL FUND</b> | <b>20 - SPECIAL REVENUE</b> | <b>60 - ENTERPRISE FUND</b> | <b>Grand Total</b> |
| 121 - HR - HUMAN RESOURCES | 2,303,500                | 269,500                     | 24,400                      | 2,597,400          |
| <b>Grand Total</b>         | <b>2,303,500</b>         | <b>269,500</b>              | <b>24,400</b>               | <b>2,597,400</b>   |

Note: Fund Group 10 - General Fund includes Measure O (112), Econ Development (113), TID Transit (114), Landsale (115), and TID Street Projects (116). Reference ACFR for the special revenue funds and capital project funds.

**120 - HUMAN RESOURCES  
OPERATING BUDGET  
FY 2024-25**

|                   |                              |
|-------------------|------------------------------|
| <b>Department</b> | <b>120 - HUMAN RESOURCES</b> |
| Activity          | (Multiple Items)             |

| <b>Annual Budget</b>       | <b>Fund Group</b>        |                             |                             |                    |
|----------------------------|--------------------------|-----------------------------|-----------------------------|--------------------|
| <b>Division</b>            | <b>10 - GENERAL FUND</b> | <b>20 - SPECIAL REVENUE</b> | <b>60 - ENTERPRISE FUND</b> | <b>Grand Total</b> |
| 121 - HR - HUMAN RESOURCES | 2,352,900                | 276,400                     | 25,100                      | 2,654,400          |
| <b>Grand Total</b>         | <b>2,352,900</b>         | <b>276,400</b>              | <b>25,100</b>               | <b>2,654,400</b>   |

Note: Fund Group 10 - General Fund includes Measure O (112), Econ Development (113), TID Transit (114), Landsale (115), and TID Street Projects (116). Reference ACFR for the special revenue funds and capital project funds.

## **FINANCE DEPARTMENT**

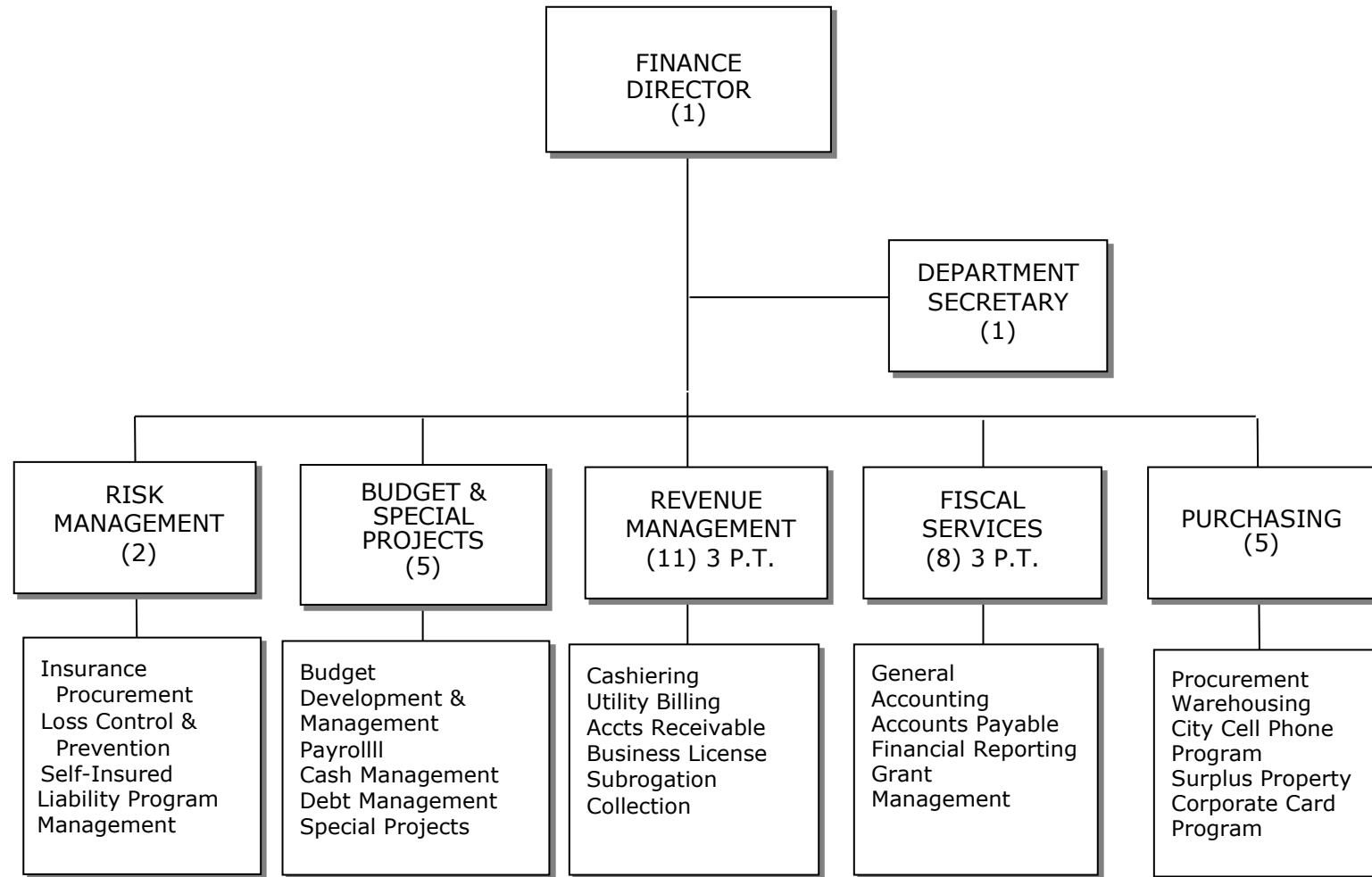
### **What Services Do We Provide?**

The mission of the Finance Department is to provide accurate, timely, and appropriate financial and budget reporting, along with related organizational services to City Staff, administrative and elected officials, the media, and citizens of the community.

### **FY 2023-25 GOALS**

1. Continue to monitor and report on the City's financial position/annual budget, and update the five-year financial plan/outlook for the City.
2. Continue to strive to automate processes and strengthen internal controls in Accounting, Budget, Purchasing, and Risk Management.
3. Continue to implement fiscal policies to strengthen financial management and to ensure sustainability.
4. Provide training opportunities to professionally grow and develop staff, and actively support, maintain and strengthen teamwork with other City departments.
5. Implement active risk management program by monitoring City's risk exposures and developing programs to mitigate risk.
6. Implement best practices and benchmarking critical financial indicators.
7. Focus on improving customer service to both internal and external customers by promoting transparency and enhancing efficiency.

# Finance



Total Number of Employees - 39  
Full Time - 33  
Part Time - 6

FY23-24 & FY24-25

**130 - FINANCE  
OPERATING BUDGET  
FY 2023-24**

|                   |                      |
|-------------------|----------------------|
| <b>Department</b> | <b>130 - FINANCE</b> |
| Activity          | (All)                |

| <b>Annual Budget</b>        | <b>Fund Group</b>        |                                      |                                 |                    |                    |
|-----------------------------|--------------------------|--------------------------------------|---------------------------------|--------------------|--------------------|
| <b>Division</b>             | <b>10 - GENERAL FUND</b> | <b>20 - SPECIAL<br/>REVENUE FUND</b> | <b>60 - ENTERPRISE<br/>FUND</b> | <b>75 - AGENCY</b> | <b>Grand Total</b> |
| 131 - FIN - ADMINISTRATION  | 833,300                  |                                      | 135,100                         | 13,500             | 981,900            |
| 132 - FIN - FISCAL SERVICES | 1,002,000                | 6,700                                | 569,500                         | 28,200             | 1,606,400          |
| 133 - FIN - BUDGET          | 929,400                  |                                      | 151,600                         | 9,800              | 1,090,800          |
| 135 - FIN - REVENUE         | 1,112,900                |                                      | 1,216,100                       |                    | 2,329,000          |
| 136 - FIN - PURCHASING      | 241,200                  |                                      |                                 |                    | 241,200            |
| <b>Grand Total</b>          | <b>4,118,800</b>         | <b>6,700</b>                         | <b>2,072,300</b>                | <b>51,500</b>      | <b>6,249,300</b>   |

Note: Fund Group 10 - General Fund includes Measure O (112), Econ Development (113), TID Transit (114), Landsale (115), and TID Street Projects (116). Reference ACFR for the special revenue funds and capital project funds.

**130 - FINANCE  
OPERATING BUDGET  
FY 2024-25**

|                   |                      |
|-------------------|----------------------|
| <b>Department</b> | <b>130 - FINANCE</b> |
| Activity          | (Multiple Items)     |

| <b>Annual Budget</b>        | <b>Fund Group</b>        |                                      |                                 |                    |                    |
|-----------------------------|--------------------------|--------------------------------------|---------------------------------|--------------------|--------------------|
| <b>Division</b>             | <b>10 - GENERAL FUND</b> | <b>20 - SPECIAL<br/>REVENUE FUND</b> | <b>60 - ENTERPRISE<br/>FUND</b> | <b>75 - AGENCY</b> | <b>Grand Total</b> |
| 131 - FIN - ADMINISTRATION  | 869,400                  |                                      | 140,500                         | 14,200             | 1,024,100          |
| 132 - FIN - FISCAL SERVICES | 1,041,600                | 6,800                                | 625,800                         | 29,700             | 1,703,900          |
| 133 - FIN - BUDGET          | 970,400                  |                                      | 159,700                         | 10,300             | 1,140,400          |
| 135 - FIN - REVENUE         | 1,149,900                |                                      | 1,294,100                       |                    | 2,444,000          |
| 136 - FIN - PURCHASING      | 263,100                  |                                      |                                 |                    | 263,100            |
| <b>Grand Total</b>          | <b>4,294,400</b>         | <b>6,800</b>                         | <b>2,220,100</b>                | <b>54,200</b>      | <b>6,575,500</b>   |

Note: Fund Group 10 - General Fund includes Measure O (112), Econ Development (113), TID Transit (114), Landsale (115), and TID Street Projects (116). Reference ACFR for the special revenue funds and capital project funds.

## **INFORMATION TECHNOLOGY**

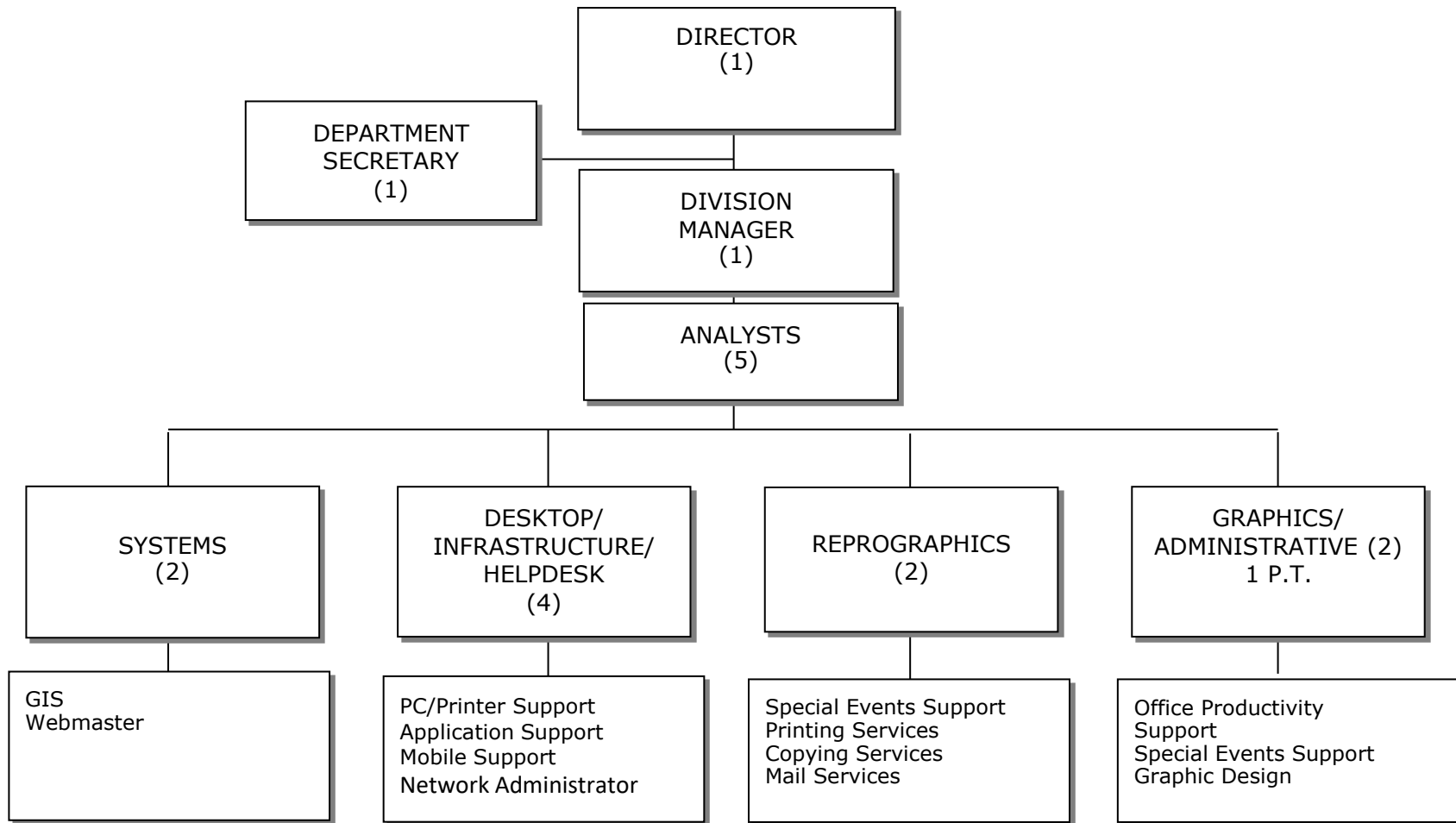
### **What Services Do We Provide?**

The mission of the Information Technology Department is to provide effective and efficient communication, analysis and secure, open, integrated systems that support city staff, leadership, and an informed and involved public.

### **FY 2023-25 GOALS**

1. Provide excellent customer service through analysis, maintenance, integration and the creation of information processing, storage and communications systems that meet the City's present and future needs, and provide support and education for its employees.
2. Provide high quality printing, mail, office automation, graphic arts and faxing services in a creative, timely and friendly manner to enhance the organization's ability to effectively communicate both internally and with the public.
3. Create and implement a measurable information technology strategic plan based on important goals identified by the organization with an emphasis on the following:
  - a. ERP Phase 2
  - b. Spillman to Axon transition
  - c. Website/Mobile App update
  - d. Continue Cloud migration
  - e. SCADA (Supervisory Control and Data Acquisition) IT infrastructure
  - f. Building Permit and Plan Review systems implementation

# Information Technology



Total Number of Employees - 19  
Full Time - 18  
Part Time - 1

FY23-24 & FY24-25



**140 - INFORMATION TECHNOLOGY  
OPERATING BUDGET  
FY 2023-24**

|                   |                                     |
|-------------------|-------------------------------------|
| <b>Department</b> | <b>140 - INFORMATION TECHNOLOGY</b> |
| Activity          | (All)                               |

| <b>Annual Budget<br/>Division</b> | <b>Fund Group</b> | <b>10 - GENERAL FUND</b> | <b>Grand Total</b> |
|-----------------------------------|-------------------|--------------------------|--------------------|
| 141 - IT - INFORMATION TECHNOLOGY |                   | 833,000                  | 833,000            |
| <b>Grand Total</b>                |                   | <b>833,000</b>           | <b>833,000</b>     |

Note: Fund Group 10 - General Fund includes Measure O (112), Econ Development (113), TID Transit (114), Landsale (115), and TID Street Projects (116).  
Reference ACFR for the special revenue funds and capital project funds.

**140 - INFORMATION TECHNOLOGY  
OPERATING BUDGET  
FY 2024-25**

|                   |                                     |
|-------------------|-------------------------------------|
| <b>Department</b> | <b>140 - INFORMATION TECHNOLOGY</b> |
| Activity          | (Multiple Items)                    |

| <b>Annual Budget<br/>Division</b> | <b>Fund Group</b> | <b>10 - GENERAL FUND</b> | <b>Grand Total</b> |
|-----------------------------------|-------------------|--------------------------|--------------------|
| 141 - IT - INFORMATION TECHNOLOGY |                   | 852,600                  | 852,600            |
| <b>Grand Total</b>                |                   | <b>852,600</b>           | <b>852,600</b>     |

Note: Fund Group 10 - General Fund includes Measure O (112), Econ Development (113), TID Transit (114), Landsale (115), and TID Street Projects (116).  
Reference ACFR for the special revenue funds and capital project funds.

## **ECONOMIC DEVELOPMENT AND HOUSING DEPARTMENT**

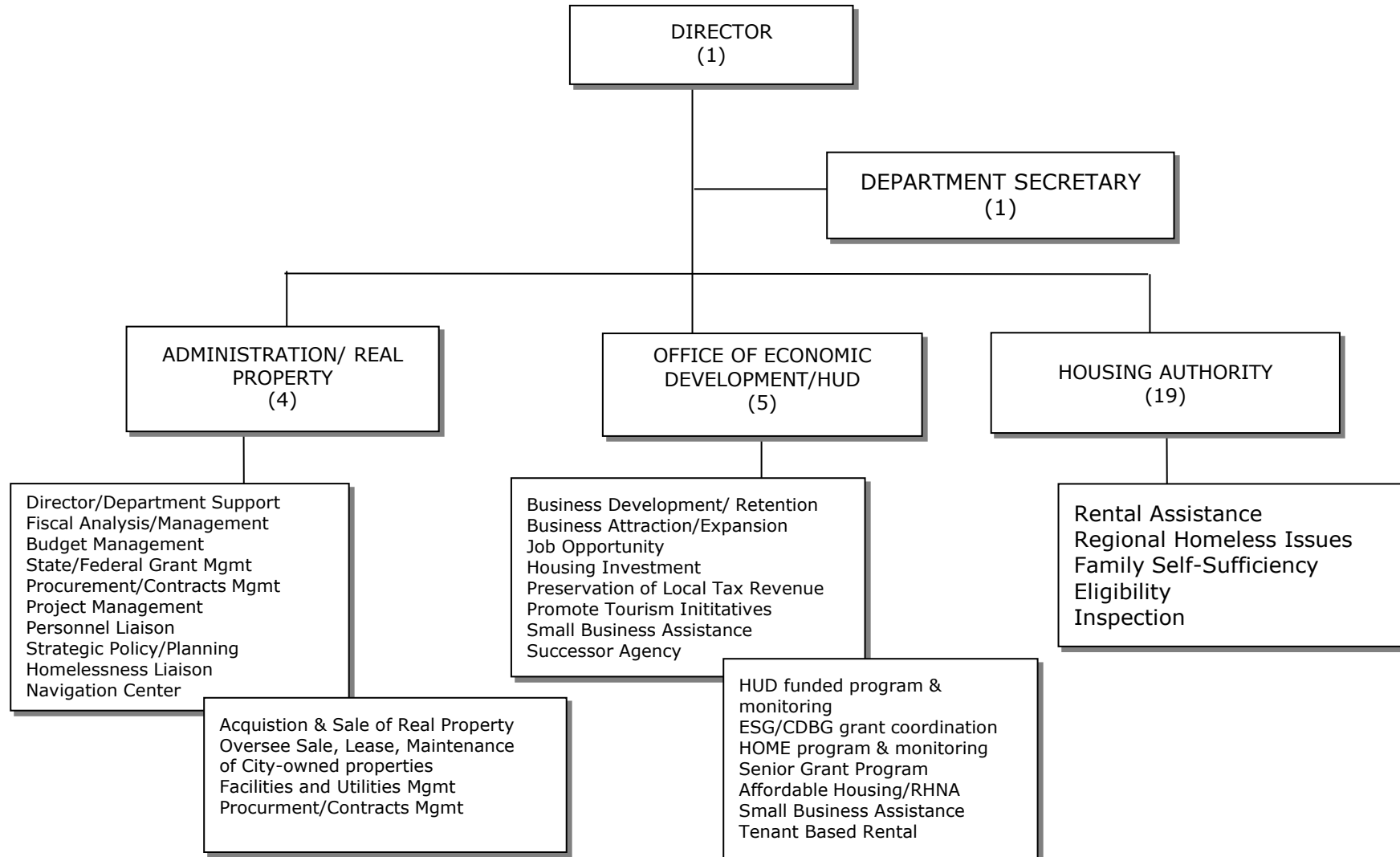
### **What Services Do We Provide?**

To improve the physical, social, and economic health of Garden Grove by creating opportunities for businesses, residents, and visitors.

### **FY 2023-25 GOALS**

1. Enhance and sustain the availability of long-term employment opportunities, ensure future economic growth, and provide continued support to residents.
2. Leverage financial tools available through the Federal, State, and County levels and explore creative incentive financing as an alternative method for project financing to attract new quality investments.
3. Explore methods and strategies to expand and enhance the City's tax revenue base to ensure continued services.
4. Promote tourism development initiatives and provide direct support for the development of the Grove District-Anaheim Resort. Completion and expansion of hotel development opportunities will continue to support the long-term economic sustainability citywide.
5. Continue development of homelessness prevention and assistance efforts and implementation of the Comprehensive Strategic Plan to Address Homelessness.
6. Implement expanded housing opportunities in response to additional federal funding and voucher allocations for the Housing Authority.

# Economic Development and Housing Department



Total Number of Employees - 30  
Full Time - 30

FY23-24 & FY24-25

**700 - ECONOMIC DEVELOPMENT & HOUSING  
OPERATING BUDGET  
FY 2023-24**

|  |                                   |  |                          |                                  |                                  |                             |                    |                    |
|--|-----------------------------------|--|--------------------------|----------------------------------|----------------------------------|-----------------------------|--------------------|--------------------|
| <b>Department</b>                              |                                   | EDD                                    |                          |                                  |                                  |                             |                    |                    |
| <b>Annual Budget</b>                           |                                   |  | <b>Fund Group</b>        |                                  |                                  |                             |                    |                    |
| <b>Division</b>                                | <b>Section</b>                    | <b>Activity</b>                        | <b>10 - GENERAL FUND</b> | <b>20 - SPECIAL REVENUE FUND</b> | <b>40 - CAPITAL PROJECT FUND</b> | <b>60 - ENTERPRISE FUND</b> | <b>75 - AGENCY</b> | <b>Grand Total</b> |
| <b>710 - EDD-ADMIN/REAL PROPERTY</b>           | <b>711 - EDD - ADMIN/PROJECT</b>  | 1000 - ADMINISTRATION                  | 2,574,300                | 33,100                           |                                  |                             |                    | 2,607,400          |
|  | <b>715 - EDD - REAL PROPERTY</b>  | 1000 - ADMINISTRATION                  | 158,600                  | 345,400                          | 237,000                          | 357,400                     |                    | 1,098,400          |
| <b>710 - EDD-ADMIN/REAL PROPERTY Total</b>     |                                   |  | <b>2,732,900</b>         | <b>378,500</b>                   | <b>237,000</b>                   | <b>357,400</b>              |                    | <b>3,705,800</b>   |
| <b>720 - EDD-ECON DEV/SA</b>                   | <b>721 - EDD-BUSINESS/TOURISM</b> | 1000 - ADMINISTRATION                  | 440,000                  |                                  |                                  |                             |                    | 437,500            |
|  |                                   | 1605 - BUSINESS ATTRACTION & RETENTION | 1,636,400                |                                  |                                  |                             |                    | 1,636,400          |
|  |                                   | 1610 - TOURISM                         |                          | 2,871,700                        |                                  |                             |                    | 2,871,700          |
|  | <b>723 - EDD-SA PROJECTS</b>      | 1000 - ADMINISTRATION                  |                          |                                  |                                  |                             | 7,844,700          | 7,844,700          |
|  | <b>722 - EDD-SA ADMIN</b>         | 1000 - ADMINISTRATION                  |                          |                                  |                                  |                             | 1,267,500          | 1,267,500          |
| <b>720 - EDD-ECON DEV/SA Total</b>             |                                   |  | <b>2,073,900</b>         | <b>2,871,700</b>                 |                                  |                             | <b>9,112,200</b>   | <b>14,057,800</b>  |
| <b>730 - EDD-NEIGHBORHOOD IMPROV/HU</b>        | <b>999 - NOT APPLICABLE</b>       | 1000 - ADMINISTRATION                  | 2,117,100                | 918,200                          | 390,900                          |                             |                    | 3,426,200          |
|  |                                   | 1220 - PUBLIC PROGRAMS                 |                          | 610,700                          |                                  |                             |                    | 610,700            |
|  |                                   | 1235 - ACQUISITION/REHABILITATION      |                          | 1,704,400                        |                                  |                             |                    | 1,704,400          |
|  |                                   | 1245 - STREET OUTREACH                 |                          | 50,000                           |                                  |                             |                    | 50,000             |
|  |                                   | 1250 - HOMELESS PREVENTION             |                          | 20,000                           |                                  |                             |                    | 20,000             |
|  |                                   | 1255 - RAPID REHOUSING                 |                          | 30,100                           |                                  |                             |                    | 30,100             |
|  |                                   | 1265 - EMERGENCY SHELTER (ESSENTIAL S  |                          | 40,900                           |                                  |                             |                    | 40,900             |
|  |                                   | 1275 - RE-USE ACCOUNT                  |                          | 600,000                          |                                  |                             |                    | 600,000            |
|  |                                   | 1240 - TENANT BASED RENTAL ASSISTANCE  |                          | 1,540,800                        |                                  |                             |                    | 1,540,800          |
|  |                                   | 1260 - EMERGENCY SHELTER (OPERATIONS)  |                          | 10,900                           |                                  |                             |                    | 10,900             |
| <b>730 - EDD-NEIGHBORHOOD IMPROV/HUD Total</b> |                                   |  | <b>2,117,100</b>         | <b>5,531,100</b>                 | <b>390,900</b>                   |                             |                    | <b>8,039,100</b>   |
| <b>740 - EDD-HOUSING AUTHORITY</b>             | <b>999 - NOT APPLICABLE</b>       | 1000 - ADMINISTRATION                  |                          |                                  | 85,700                           | 3,627,500                   |                    | 3,713,200          |
|  |                                   | 1065 - VOUCHERS HAP                    |                          |                                  |                                  | 40,235,000                  |                    | 40,235,000         |
|  |                                   | 1070 - HAP PORTABILITY                 |                          |                                  |                                  | 4,765,000                   |                    | 4,765,000          |
| <b>740 - EDD-HOUSING AUTHORITY Total</b>       |                                   |  |                          |                                  | <b>85,700</b>                    | <b>48,627,500</b>           |                    | <b>48,713,200</b>  |
| <b>Grand Total</b>                             |                                   |  | <b>6,926,400</b>         | <b>8,781,300</b>                 | <b>713,600</b>                   | <b>48,984,900</b>           | <b>9,112,200</b>   | <b>74,515,900</b>  |

Note: Activity for 1280 Capital and 1210 Public Services are capital activities and are not shown here.

Note: Fund Group 10 - General Fund includes Measure O (112), Econ Development (113), TID Transit (114), Landsale (115), and TID Street Projects (116).

Reference ACFR for the special revenue funds and capital project funds.

**700 - ECONOMIC DEVELOPMENT & HOUSING  
OPERATING BUDGET  
FY 2024-25**

|  |                                   |  |                          |                                  |                                  |                             |
|--|-----------------------------------|--|--------------------------|----------------------------------|----------------------------------|-----------------------------|
| <b>Department</b>                              |                                   | EDD                                    |                          |                                  |                                  |                             |
| <b>Annual Budget</b>                           |                                   |  | <b>Fund Group</b>        |                                  |                                  |                             |
| <b>Division</b>                                | <b>Section</b>                    | <b>Activity</b>                        | <b>10 - GENERAL FUND</b> | <b>20 - SPECIAL REVENUE FUND</b> | <b>40 - CAPITAL PROJECT FUND</b> | <b>60 - ENTERPRISE FUND</b> |
| <b>710 - EDD-ADMIN/REAL PROPERTY</b>           | <b>711 - EDD - ADMIN/PROJECT</b>  | 1000 - ADMINISTRATION                  | 2,132,100                | 34,700                           |                                  |                             |
|  | <b>715 - EDD - REAL PROPERTY</b>  | 1000 - ADMINISTRATION                  | 165,500                  | 264,900                          | 237,000                          | 394,900                     |
| <b>710 - EDD-ADMIN/REAL PROPERTY Total</b>     |                                   |  | <b>2,297,600</b>         | <b>299,600</b>                   | <b>237,000</b>                   | <b>394,900</b>              |
| <b>720 - EDD-ECON DEV/SA</b>                   | <b>721 - EDD-BUSINESS/TOURISM</b> | 1000 - ADMINISTRATION                  | 440,000                  |                                  |                                  |                             |
|  |                                   | 1605 - BUSINESS ATTRACTION & RETENTION | 1,844,400                |                                  |                                  |                             |
|  |                                   | 1610 - TOURISM                         |                          | 2,957,800                        |                                  |                             |
|  | <b>723 - EDD-SA PROJECTS</b>      | 1000 - ADMINISTRATION                  |                          |                                  |                                  | 7,842,900                   |
|  | <b>722 - EDD-SA ADMIN</b>         | 1000 - ADMINISTRATION                  |                          |                                  |                                  | 1,274,700                   |
| <b>720 - EDD-ECON DEV/SA Total</b>             |                                   |  | <b>2,292,500</b>         | <b>2,957,800</b>                 |                                  | <b>9,117,600</b>            |
| <b>730 - EDD-NEIGHBORHOOD IMPROV/HUD</b>       | <b>999 - NOT APPLICABLE</b>       | 1000 - ADMINISTRATION                  | 2,141,900                | 961,200                          | 393,100                          |                             |
|  |                                   | 1220 - PUBLIC PROGRAMS                 |                          | 610,700                          |                                  |                             |
|  |                                   | 1235 - ACQUISITION/REHABILITATION      |                          | 1,704,400                        |                                  |                             |
|  |                                   | 1245 - STREET OUTREACH                 |                          | 50,000                           |                                  |                             |
|  |                                   | 1250 - HOMELESS PREVENTION             |                          | 20,000                           |                                  |                             |
|  |                                   | 1255 - RAPID REHOUSING                 |                          | 30,100                           |                                  |                             |
|  |                                   | 1265 - EMERGENCY SHELTER (ESSENTIAL S  |                          | 40,900                           |                                  |                             |
|  |                                   | 1275 - RE-USE ACCOUNT                  |                          | 600,000                          |                                  |                             |
|  |                                   | 1240 - TENANT BASED RENTAL ASSISTANCE  |                          | 1,540,800                        |                                  |                             |
|  |                                   | 1260 - EMERGENCY SHELTER (OPERATIONS)  |                          | 10,900                           |                                  |                             |
| <b>730 - EDD-NEIGHBORHOOD IMPROV/HUD Total</b> |                                   |  | <b>2,141,900</b>         | <b>5,574,100</b>                 | <b>393,100</b>                   |                             |
| <b>740 - EDD-HOUSING AUTHORITY</b>             | <b>999 - NOT APPLICABLE</b>       | 1000 - ADMINISTRATION                  |                          |                                  | 87,900                           | 3,799,900                   |
|  |                                   | 1065 - VOUCHERS HAP                    |                          |                                  |                                  | 42,220,300                  |
|  |                                   | 1070 - HAP PORTABILITY                 |                          |                                  |                                  | 4,765,000                   |
| <b>740 - EDD-HOUSING AUTHORITY Total</b>       |                                   |  |                          |                                  | <b>87,900</b>                    | <b>50,785,200</b>           |
| <b>Grand Total</b>                             |                                   |  | <b>6,723,900</b>         | <b>8,831,500</b>                 | <b>718,000</b>                   | <b>51,180,100</b>           |

Note: Activity for 1280 Capital and 1210 Public Services are capital activities and are not shown here.

Note: Fund Group 10 - General Fund includes Measure O (112), Econ Development (113), TID Transit (114), Landsale (115), and TID Street Projects (116).

Reference ACFR for the special revenue funds and capital project funds.

## COMMUNITY DEVELOPMENT DEPARTMENT

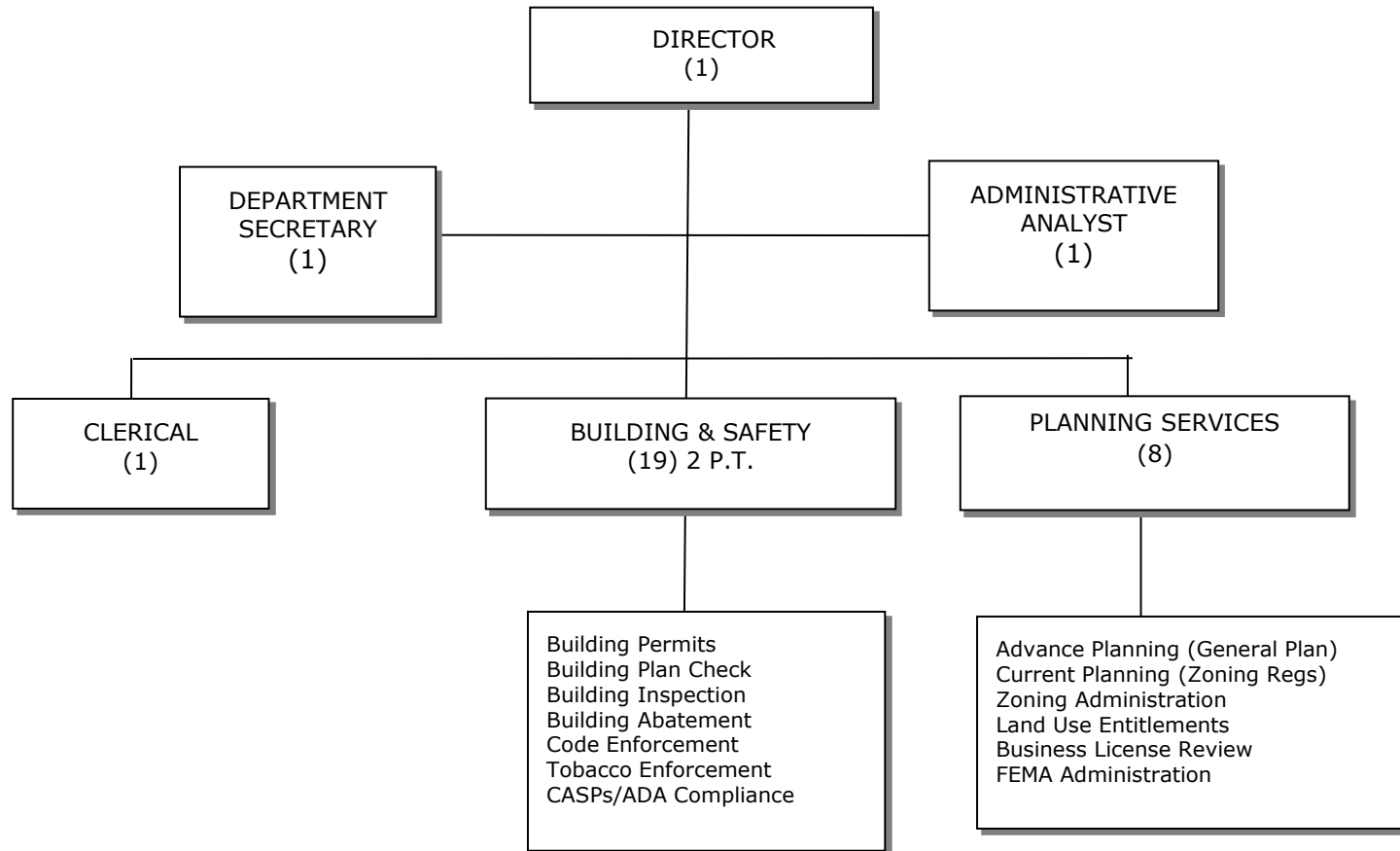
What Services Do We Provide?

Providing Quality Services through Creativity and Collaboration.

### FY 2023-25 GOALS

1. Assist the Planning Division with the Housing Element's Goals and Policies to help the City meet its RHNA numbers and incentivize the creation of affordable Accessory Dwelling Units.
2. Conduct annual review of the City's General Plan and amend the zoning code as necessary.
3. Continue updating the General Plan Housing Element, Safety Element, the new Environmental Justice Element, and conduct environmental review.
4. Update the R-3 (Multiple-Family Residential) development standards to comply with State requirements for objective development standards.
5. Continue to provide reasonable safeguards to life, health, property, and public welfare through the City's Code Enforcement Programs in neighborhoods and the business community; resolve complaints by voluntary compliance and correction of code violations.
6. Implement new software solutions to support development streamlining efforts by automating workflow, public portal services, 24/7 status tracking, and enhancing modern collaboration technology for online permits/applications, electronic plan review, inspections, and code enforcement compliance.
7. Continue to assist the construction industry and general public with information relevant to building safety regulation through Community Outreach Workshops that highlight new changes to the 2019 Building Code regulations and other recent zoning code amendments.

## Community Development



Total Number of Employees - 33  
Full Time - 31  
Part Time - 2

FY23-24 & FY24-25



**200 - COMMUNITY DEVELOPMENT  
OPERATING BUDGET  
FY 2023-24**

|  |                                 |                             |                              |                                      |                                     |                    |
|--|---------------------------------|-----------------------------|------------------------------|--------------------------------------|-------------------------------------|--------------------|
| <b>Department</b>                              |                                 | CDD                         |                              |                                      |                                     |                    |
| <b>Annual Budget</b>                           |                                 |                             | <b>Fund Group</b>            |                                      |                                     |                    |
| <b>Division</b>                                | <b>Section</b>                  | <b>Activity</b>             | <b>10 - GENERAL<br/>FUND</b> | <b>20 - SPECIAL<br/>REVENUE FUND</b> | <b>60 -<br/>ENTERPRISE<br/>FUND</b> | <b>Grand Total</b> |
| <b>210 - CDD - COMMUNITY DEVELOPMENT</b>       | <b>211 - CDD - CD - ADMIN</b>   | 1000 - ADMINISTRATION       | 86,900                       |                                      |                                     | 86,900             |
|  |                                 | 1000 - ADMINISTRATION       | 536,000                      |                                      |                                     | 536,000            |
|  | <b>212 - CDD - BUILDING</b>     | 1195 - PERMITS & PLAN CHECK | 1,630,000                    | 251,000                              | 32,900                              | 1,913,900          |
|  |                                 | 1200 - INSPECTIONS          | 1,262,100                    |                                      | 7,300                               | 1,269,400          |
|  |                                 | 1000 - ADMINISTRATION       | 1,617,000                    |                                      |                                     | 1,617,000          |
|  | <b>213 - CDD - PLANNING</b>     | 1000 - ADMINISTRATION       | 1,315,400                    | 152,800                              |                                     | 1,468,200          |
|  | <b>214 - CDD - CODE ENFRMNT</b> | 1000 - ADMINISTRATION       | 1,315,400                    | 152,800                              |                                     | 1,468,200          |
| <b>210 - CDD - COMMUNITY DEVELOPMENT Total</b> |                                 |                             | <b>6,447,400</b>             | <b>403,800</b>                       | <b>40,200</b>                       | <b>6,891,400</b>   |
| <b>Grand Total</b>                             |                                 |                             | <b>6,447,400</b>             | <b>403,800</b>                       | <b>40,200</b>                       | <b>6,891,400</b>   |

Note: Activity for 1280 Capital and 1210 Public Services are capital activities and are not shown here.

Note: Fund Group 10 - General Fund includes Measure O (112), Econ Development (113), TID Transit (114), Landsale (115), and TID Street Projects (116).

Reference ACFR for the special revenue funds and capital project funds.

**200 - COMMUNITY DEVELOPMENT  
OPERATING BUDGET  
FY 2024-25**

**Department** CDD

| Annual Budget                    |   |                             | Fund Group            |                           |                      |             |           |
|----------------------------------|---|-----------------------------|-----------------------|---------------------------|----------------------|-------------|-----------|
| Division                         | Section                                 | Activity                    | 10 - GENERAL FUND     | 20 - SPECIAL REVENUE FUND | 60 - ENTERPRISE FUND | Grand Total |           |
| 210 - CDD - COMMUNITY DEVELOPMEN | 211 - CDD - CD - ADMIN                  | 1000 - ADMINISTRATION       | 66,900                |                           |                      | 66,900      |           |
|                                  |   | 212 - CDD - BUILDING        | 1000 - ADMINISTRATION | 552,500                   |                      |             | 552,500   |
|                                  |   | 1195 - PERMITS & PLAN CHECK | 1,674,400             | 251,000                   | 34,500               | 1,959,900   |           |
|                                  |   | 1200 - INSPECTIONS          | 1,472,300             |                           | 7,600                | 1,479,900   |           |
|                                  | 213 - CDD - PLANNING                    | 1000 - ADMINISTRATION       | 1,696,000             |                           |                      | 1,696,000   |           |
|                                  |   | 214 - CDD - CODE ENFRMCT    | 1000 - ADMINISTRATION | 1,383,700                 | 152,800              |             | 1,536,500 |
|                                  | 210 - CDD - COMMUNITY DEVELOPMENT Total |                             |                       | 6,845,800                 | 403,800              | 42,100      | 7,291,700 |
|                                  | Grand Total                             |                             |                       | 6,845,800                 | 403,800              | 42,100      | 7,291,700 |

Note: Activity for 1280 Capital and 1210 Public Services are capital activities and are not shown here.

Note: Fund Group 10 - General Fund includes Measure O (112), Econ Development (113), TID Transit (114), Landsale (115), and TID Street Projects (116).

Reference ACFR for the special revenue funds and capital project funds.

## **COMMUNITY SERVICES DEPARTMENT**

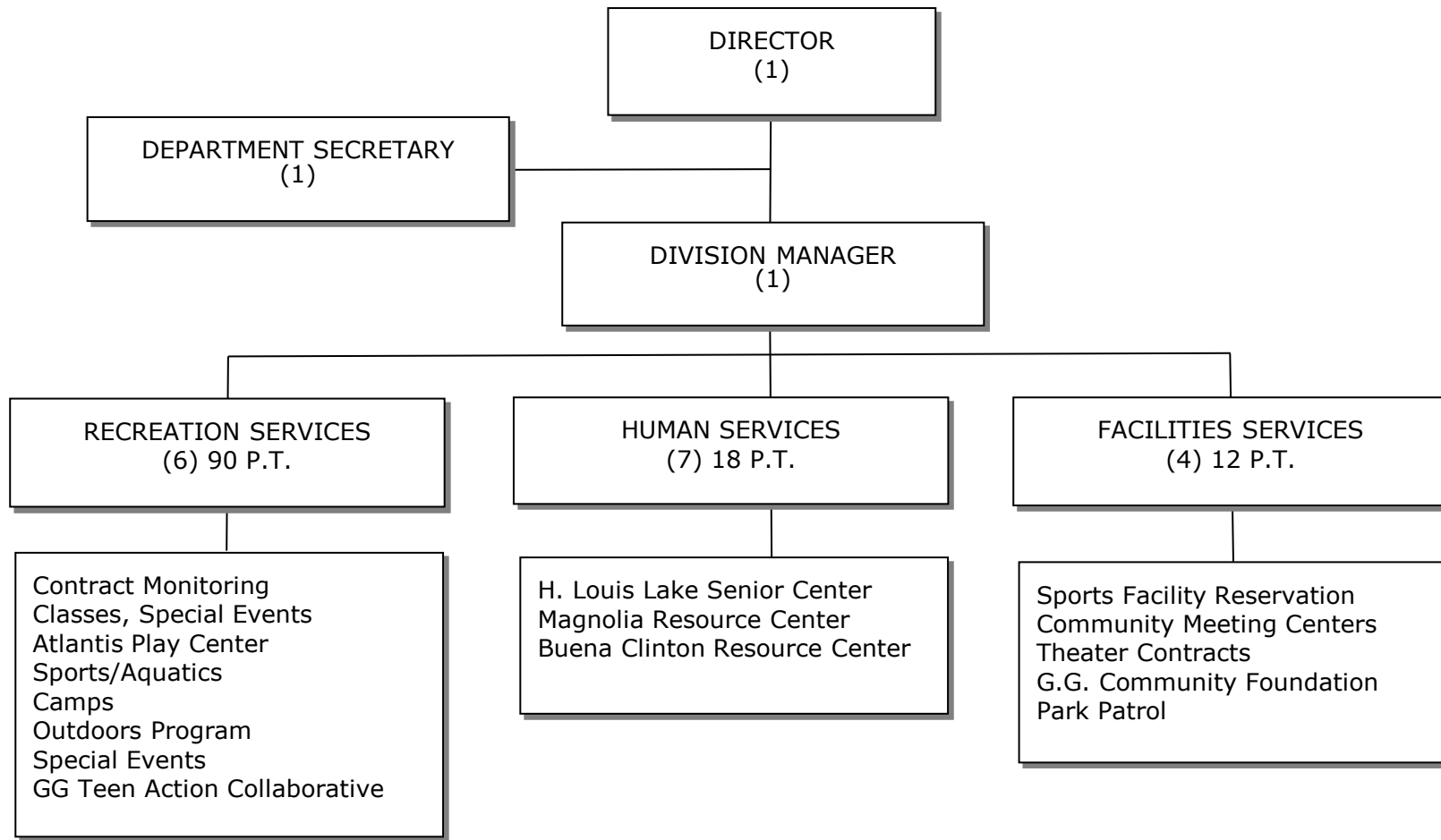
### **What Services Do We Provide?**

To enrich and serve an inclusive, healthy, and vibrant community by innovatively connecting people, parks, and programs.

### **FY 2023-25 GOALS**

1. Enhance inclusivity of programs and services through marketing opportunities.
2. Identify opportunities to expand public art through collaborations with the local art community.
3. Continue to utilize the 15-year Parks and Facilities Master Plan as the guiding tool to improve parks, facilities, and amenities.
4. Continue to identify and expand community partnerships that support the well-being of the Garden Grove Community.

## Community Services



Total Number of Employees - 140  
Full Time - 20  
Part Time - 120

FY23-24 & FY24-25

**300 - COMMUNITY SERVICES  
OPERATING BUDGET  
FY 2023-24**

|                   |                                 |
|-------------------|---------------------------------|
| <b>Department</b> | <b>300 - COMMUNITY SERVICES</b> |
| Activity          | (Multiple Items)                |

| Annual Budget<br>Division      | Fund Group        |                           | Grand Total      |
|--------------------------------|-------------------|---------------------------|------------------|
|                                | 10 - GENERAL FUND | 20 - SPECIAL REVENUE FUND |                  |
| 310 - CS - GENERAL MANAGEMENT  | 2,766,400         |                           | 2,766,400        |
| 320 - CS - RECREATION SERVICES | 1,674,200         |                           | 1,674,200        |
| 330 - CS - HUMAN SERVICES      | 1,303,300         | 910,600                   | 2,213,900        |
| 340 - CS - FACILITIES SERVICES | 1,089,300         | 30,000                    | 1,119,300        |
| <b>Grand Total</b>             | <b>6,833,200</b>  | <b>940,600</b>            | <b>7,773,800</b> |

Note: Fund Group 10 - General Fund includes Measure O (112), Econ Development (113), TID Transit (114), Landsale (115), and TID Street Projects (116).  
Reference ACFR for the special revenue funds and capital project funds.

**300 - COMMUNITY SERVICES  
OPERATING BUDGET  
FY 2024-25**

|                   |                                 |
|-------------------|---------------------------------|
| <b>Department</b> | <b>300 - COMMUNITY SERVICES</b> |
| Activity          | (Multiple Items)                |

| Annual Budget<br>Division      | Fund Group        |                           | Grand Total      |
|--------------------------------|-------------------|---------------------------|------------------|
|                                | 10 - GENERAL FUND | 20 - SPECIAL REVENUE FUND |                  |
| 310 - CS - GENERAL MANAGEMENT  | 2,887,100         |                           | 2,887,100        |
| 320 - CS - RECREATION SERVICES | 1,708,000         |                           | 1,708,000        |
| 330 - CS - HUMAN SERVICES      | 1,359,900         | 940,400                   | 2,300,300        |
| 340 - CS - FACILITIES SERVICES | 1,137,200         | 30,000                    | 1,167,200        |
| <b>Grand Total</b>             | <b>7,092,200</b>  | <b>970,400</b>            | <b>8,062,600</b> |

Note: Fund Group 10 - General Fund includes Measure O (112), Econ Development (113), TID Transit (114), Landsale (115), and TID Street Projects (116).  
Reference ACFR for the special revenue funds and capital project funds.

## **POLICE DEPARTMENT**

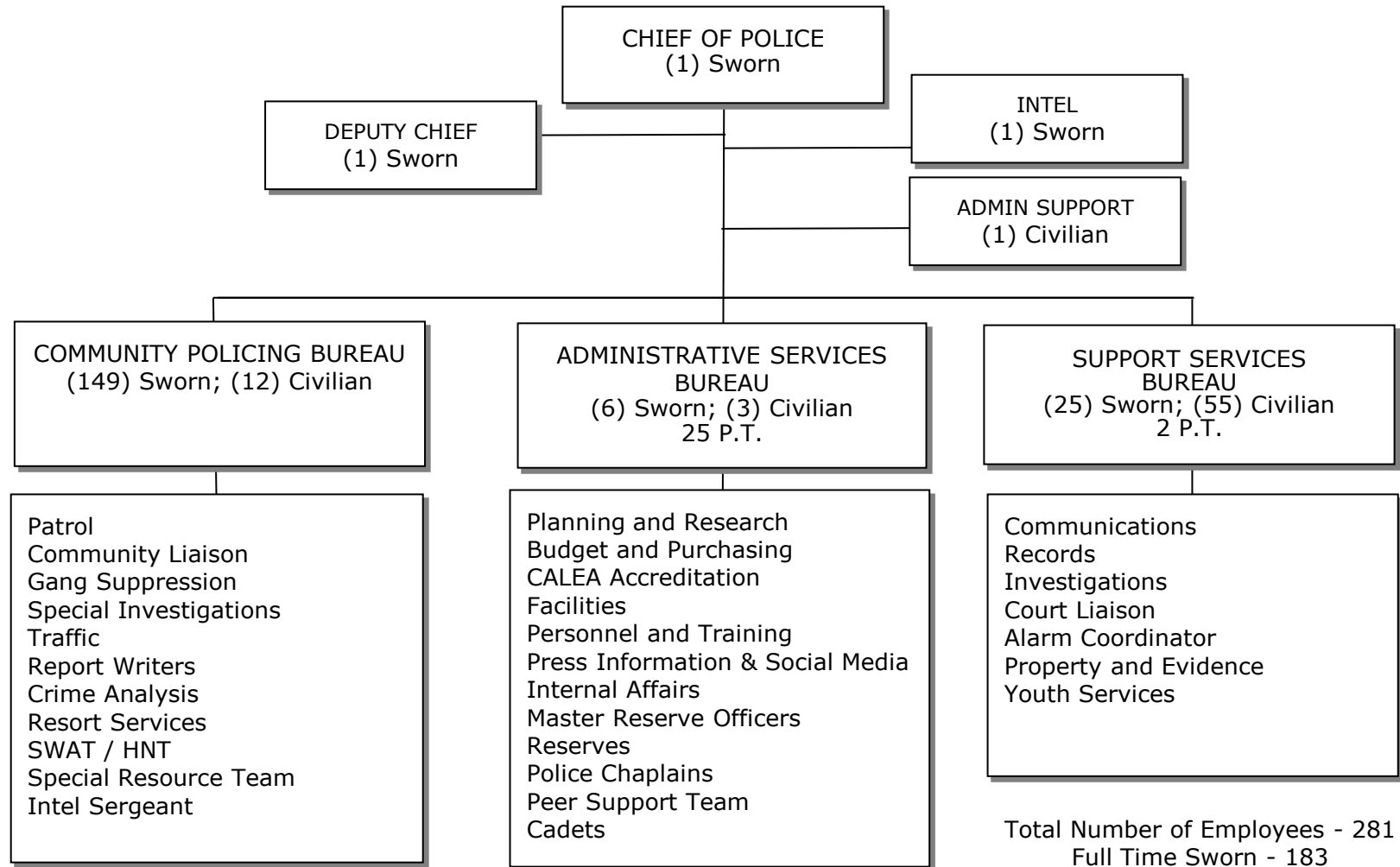
### **What Services Do We Provide?**

The mission of the Garden Grove Police Department, through a community policing partnership, is to improve the quality of life in the City and provide a sense of safety and security to community members.

### **FY 2023-25 GOALS**

1. Make necessary security improvements at the main building and other support.
2. Bring sworn and civilian staffing levels to full capacity.
3. Continue addressing the homelessness problem by working together in collaboration with the Special Resource Team (SRT), patrol, specialized units, Be Well, etc.
4. Continue working with Axon personnel on the integration of the new RMS and CAD systems.
5. Continue working with City staff in planning for a new state-of-the-art Police department building to improve the services provided to the community.
6. Identify crime trends and create solutions using partnerships between outside resources, specialized units, and patrol by utilizing problem solving models.
7. Increase interaction with youth in our community through, teen Citizen Academy, Chief's Advisory Council, and increase participation in our Explorer program.

# Police



Total Number of Employees - 281  
Full Time Sworn - 183  
Full Time Civilian - 71  
Part Time - 27

FY 23-24 & FY 24-25



**400 - POLICE  
OPERATING BUDGET  
FY 2023-24**

|                   |                     |
|-------------------|---------------------|
| <b>Department</b> | <b>400 - POLICE</b> |
| Activity          | (Multiple Items)    |

| Annual Budget                         | Fund Group        |                              |                         |                   |
|---------------------------------------|-------------------|------------------------------|-------------------------|-------------------|
| Division                              | 10 - GENERAL FUND | 20 - SPECIAL<br>REVENUE FUND | 60 - ENTERPRISE<br>FUND | Grand Total       |
| 410 - POL - POLICE MANAGEMENT         | 3,545,000         |                              |                         | 3,545,000         |
| 420 - POL - COMMUNITY POLICING BUREAU | 47,409,700        | 968,200                      |                         | 48,377,900        |
| 430 - POL - ADMIN SERVICES BUREAU     | 6,297,400         | 354,600                      | 12,100                  | 6,664,100         |
| 440 - POL - SUPPORT SERVICES BUREAU   | 23,300,300        | 172,000                      |                         | 23,472,300        |
| <b>Grand Total</b>                    | <b>80,552,400</b> | <b>1,494,800</b>             | <b>12,100</b>           | <b>82,059,300</b> |

Note: Fund Group 10 - General Fund includes Measure O (112), Econ Development (113), TID Transit (114), Landsale (115), and TID Street Projects (116). Reference ACFR for the special revenue funds and capital project funds.

**400 - POLICE  
OPERATING BUDGET  
FY 2024-25**

|                   |                     |
|-------------------|---------------------|
| <b>Department</b> | <b>400 - POLICE</b> |
| Activity          | (Multiple Items)    |

| Annual Budget                         | Fund Group        |                              |                         |                   |
|---------------------------------------|-------------------|------------------------------|-------------------------|-------------------|
| Division                              | 10 - GENERAL FUND | 20 - SPECIAL<br>REVENUE FUND | 60 - ENTERPRISE<br>FUND | Grand Total       |
| 410 - POL - POLICE MANAGEMENT         | 3,610,400         |                              |                         | 3,610,400         |
| 420 - POL - COMMUNITY POLICING BUREAU | 50,001,700        | 871,000                      |                         | 50,872,700        |
| 430 - POL - ADMIN SERVICES BUREAU     | 6,532,100         | 354,600                      | 12,100                  | 6,898,800         |
| 440 - POL - SUPPORT SERVICES BUREAU   | 24,387,400        | 227,000                      |                         | 24,614,400        |
| <b>Grand Total</b>                    | <b>84,531,600</b> | <b>1,452,600</b>             | <b>12,100</b>           | <b>85,996,300</b> |

Note: Fund Group 10 - General Fund includes Measure O (112), Econ Development (113), TID Transit (114), Landsale (115), and TID Street Projects (116).  
Reference ACFR for the special revenue funds and capital project funds.

## **PUBLIC WORKS DEPARTMENT**

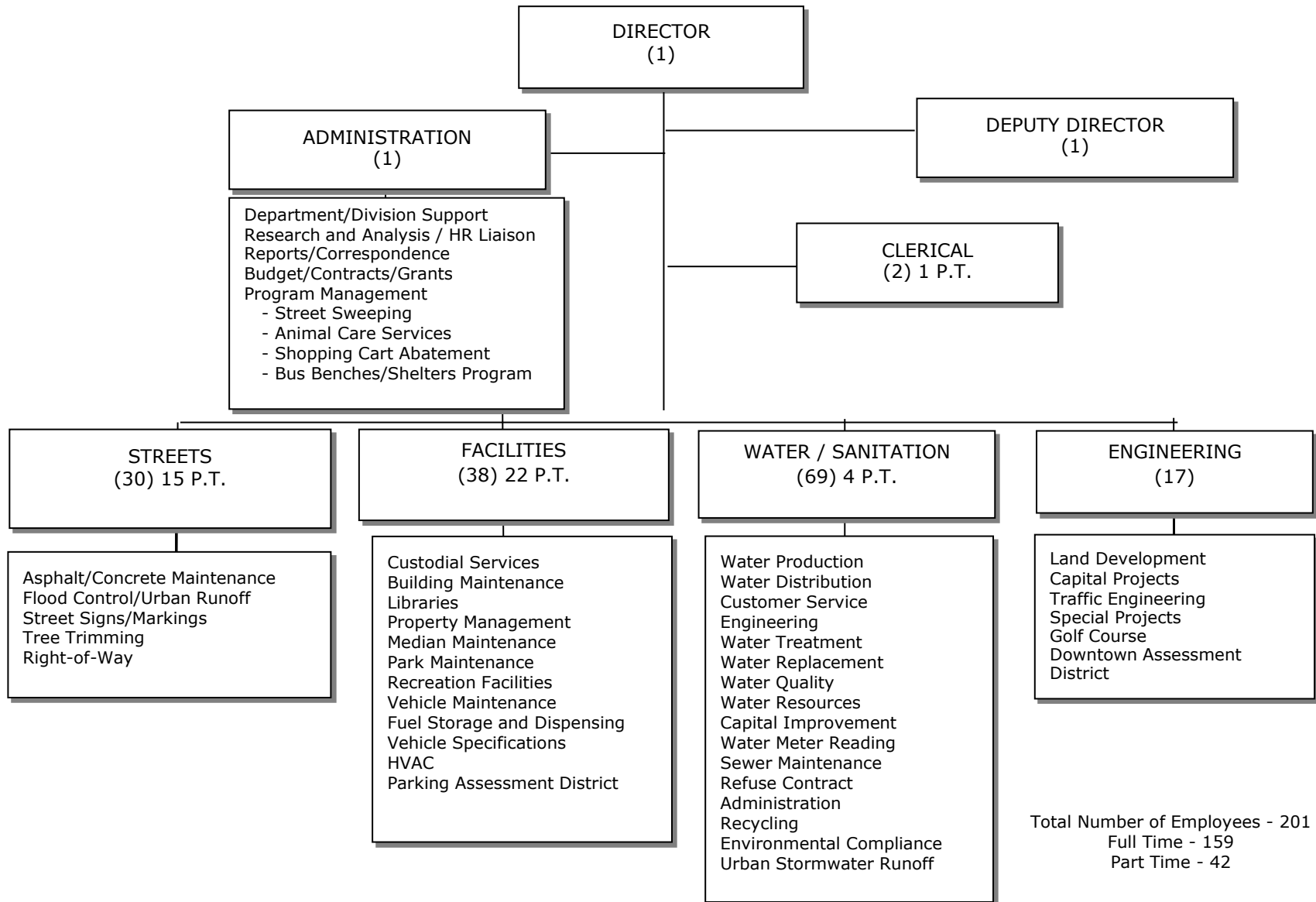
### **What Service Do We Provide?**

The Public Works Department is responsible for the improvement and maintenance of City-owned infrastructure. This includes providing basic core services for streets, sidewalks, parks, public buildings, city trees, flood control channels, storm drains, traffic signals, and City-owned vehicles and equipment. Additionally, the Department is responsible for the City's Water System and Sewer System, along with managing contracted trash services and environmental/recycling services.

### **FY 2023-25 GOALS**

1. Implement the \$169 million Five Year Capital Improvement Plan to maintain the City's aging infrastructure, improve safety, stimulate the economy and protect natural resources.
2. Continue to identify and implement various infrastructure projects, including the improvement of pavement conditions for residential streets, construction of water and sewer mains, storm drain improvements, Americans With Disabilities Act (ADA) upgrades for City facilities and conservation projects throughout the City medians and facilities.
3. Maintain an ongoing current GIS-based Infrastructure Asset Management System for timely management of repair and replacement of publicly owned assets.
4. Enhance public outreach by disseminating current information on Public Works Department services, programs, projects, policies and procedures through various media outlets.
5. Improve workforce planning and succession planning for long-term continuity and efficiency by developing valuable, skilled employees through mentorship, education/training, cross training and leadership assignments.
6. Strive to deliver high quality, efficient, basic core services under existing minimal staffing levels and funding to enhance customer service and meet community needs.
7. Explore new opportunities to improve and promote an effective Injury and Illness Prevention Program that will ensure a safe and healthy work environment for all employees.
8. Provide a cost effective, high quality in-house Animal Care and Shelter service program to encourage responsible pet ownership through education, enforcement and community partnerships with the goal of protecting the health and safety of the community.

# Public Works



FY23-24 & FY24-25

**500 - PUBLIC WORKS  
OPERATING BUDGET  
FY 2023-24**

| Department                               |   | PUBLIC WORKS                     |                   |                  |                  |                   |
|--|---|----------------------------------|-------------------|------------------|------------------|-------------------|
| Annual Budget                            |   |                                  | Fund Group        | 10 - GENERAL     | 20 - SPECIAL     | 60 -              |
| Division                                 | Section                                     | Activity                         | FUND              | REVENUE FUND     | ENTERPRISE       | Grand Total       |
| <b>510 - PW - ADMINISTRATION</b>         |   |                                  | 1,296,300         | 57,700           | 755,400          | 2,109,400         |
| <b>520 - PW - ENGINEERING</b>            | <b>521 - PW - ENGINEERING - ADMIN</b>       | 1000 - ADMINISTRATION            | 308,200           | 40,900           |                  | 349,100           |
|  |   | 1440 - WILLOWICK                 |                   |                  | 507,200          | 507,200           |
|  | <b>522 - PW - ENGINEERING - LAND DEV</b>    | 1445 - LAND DEVELOPMENT          | 1,009,000         |                  | 230,800          | 1,239,800         |
|  | <b>523 - PW - ENGINEERING - CAP PROJ</b>    | 1000 - ADMINISTRATION            | 202,300           |                  | 160,000          | 362,300           |
|  | <b>524 - PW - ENGINEERING - TRAFFIC</b>     | 1000 - ADMINISTRATION            | 367,600           |                  |                  | 367,600           |
|  |   | 1455 - REDLITE                   |                   | 463,400          |                  | 463,400           |
|  |   | 1460 - PAINTING                  | 266,900           |                  |                  | 266,900           |
|  |   | 1465 - STREET LIGHTING           | 512,700           | 1,051,800        |                  | 1,564,500         |
|  |   | 1470 - SIGNAL MAINTENANCE        | 517,700           | 242,800          |                  | 760,500           |
| <b>520 - PW - ENGINEERING Total</b>      |   |                                  | <b>3,184,400</b>  | <b>1,798,900</b> | <b>898,000</b>   | <b>5,881,300</b>  |
| <b>530 - PW - FACILITIES</b>             | <b>531 - PW - FACILITIES</b>                | 1000 - ADMINISTRATION            | 281,400           |                  |                  | 281,400           |
|  |   | 1315 - SPECIAL EVENTS            | 148,100           |                  |                  | 148,100           |
|  |   | 1480 - FACILITY MAINTENANCE      | 2,435,600         |                  |                  | 2,435,600         |
|  |   | 1485 - CUSTODIAL                 | 1,282,100         |                  |                  | 1,282,100         |
|  |   | 1490 - HVAC                      | 254,200           |                  |                  | 254,200           |
|  | <b>532 - PW - FACILITIES - PARKS</b>        | 1000 - ADMINISTRATION            | 2,100             |                  |                  | 2,100             |
|  |   | 1495 - GROUNDS MAINTENANCE       | 1,955,400         | 797,500          | 243,300          | 2,996,200         |
|  |   | 1500 - MEDIAN MAINTENANCE        | 820,800           |                  |                  | 820,800           |
|  |   | 1505 - PARK MAINTENANCE          |                   | 143,500          |                  | 143,500           |
| <b>530 - PW - FACILITIES Total</b>       |   |                                  | <b>7,179,700</b>  | <b>941,000</b>   | <b>243,300</b>   | <b>8,364,000</b>  |
| <b>540 - PW - STREET AND TREES</b>       | <b>541 - PW - STREET/TREES - ADMIN</b>      | 1000 - ADMINISTRATION            | 80,700            |                  |                  | 80,700            |
|  | <b>542 - PW - STREET/TREES - ROW</b>        | 1545 - GRAFFITI REMOVAL          | 665,400           |                  |                  | 665,400           |
|  |   | 1550 - STREET CLEANING           | 1,764,300         |                  | 131,600          | 1,895,900         |
|  |   | 1555 - ANIMAL CARE               | 1,681,400         |                  |                  | 1,681,400         |
|  | <b>543 - PW - STREET/TREES</b>              | 1530 - TREE MAINTENANCE          | 1,660,300         |                  |                  | 1,660,300         |
|  | <b>544 - PW - STREET/TREES - FLOOD</b>      | 1535 - FLOOD CONTROL MAINTENANCE | 14,100            |                  | 411,700          | 425,800           |
|  | <b>545 - PW - STREET/TREES - ASPH/CNCRT</b> | 1520 - CONCRETE                  | 797,500           | 559,300          |                  | 1,356,800         |
|  |   | 1525 - ASPHALT                   | 665,300           | 886,700          |                  | 1,552,000         |
|  |   | 1540 - TRAFFIC SIGNS             | 433,500           | 69,500           |                  | 503,000           |
|  | <b>546 - PW - STREET/TREES - ENV SVC</b>    | 1000 - ADMINISTRATION            | 97,900            |                  | 432,500          | 530,400           |
|  |   | 1560 - ENVIRONMENTAL SERVICES    | 204,400           |                  | 320,900          | 525,300           |
| <b>540 - PW - STREET AND TREES Total</b> |   |                                  | <b>8,064,800</b>  | <b>1,515,500</b> | <b>1,296,700</b> | <b>10,877,000</b> |
| <b>Grand Total</b>                       |   |                                  | <b>19,725,200</b> | <b>4,313,100</b> | <b>3,193,400</b> | <b>27,231,700</b> |

Note: Fund Group 10 - General Fund includes Measure O (112), Econ Development (113), TID Transit (114), Landsale (115), and TID Street Projects (116).

Reference ACFR for the special revenue funds and capital project funds.

**500 - PUBLIC WORKS  
OPERATING BUDGET  
FY 2024-25**

| Department                               |   | PUBLIC WORKS                     |                   |                  |                  |                   |
|--|---|----------------------------------|-------------------|------------------|------------------|-------------------|
| Annual Budget                            |   |                                  | Fund Group        | 10 - GENERAL     | 20 - SPECIAL     | 60 -              |
| Division                                 | Section                                     | Activity                         | FUND              | REVENUE FUND     | ENTERPRISE       | Grand Total       |
| <b>510 - PW - ADMINISTRATION</b>         |   |                                  | <b>1,318,100</b>  | <b>60,800</b>    | <b>856,500</b>   | <b>2,235,400</b>  |
| <b>520 - PW - ENGINEERING</b>            | <b>521 - PW - ENGINEERING - ADMIN</b>       | 1000 - ADMINISTRATION            | 333,400           | 40,900           |                  | 374,300           |
|  |   | 1440 - WILLOWICK                 |                   |                  | 507,200          | 507,200           |
|  | <b>522 - PW - ENGINEERING - LAND DEV</b>    | 1445 - LAND DEVELOPMENT          | 1,042,500         |                  | 242,000          | 1,284,500         |
|  | <b>523 - PW - ENGINEERING - CAP PROJ</b>    | 1000 - ADMINISTRATION            | 209,600           |                  | 168,000          | 377,600           |
|  | <b>524 - PW - ENGINEERING - TRAFFIC</b>     | 1000 - ADMINISTRATION            | 384,600           |                  |                  | 384,600           |
|  |   | 1455 - REDLITE                   |                   | 466,700          |                  | 466,700           |
|  |   | 1460 - PAINTING                  | 270,800           |                  |                  | 270,800           |
|  |   | 1465 - STREET LIGHTING           | 512,700           | 1,059,300        |                  | 1,572,000         |
|  |   | 1470 - SIGNAL MAINTENANCE        | 534,100           | 242,800          |                  | 776,900           |
| <b>520 - PW - ENGINEERING Total</b>      |   |                                  | <b>3,287,700</b>  | <b>1,809,700</b> | <b>917,200</b>   | <b>6,014,600</b>  |
| <b>530 - PW - FACILITIES</b>             | <b>531 - PW - FACILITIES</b>                | 1000 - ADMINISTRATION            | 293,300           |                  |                  | 293,300           |
|  |   | 1315 - SPECIAL EVENTS            | 152,900           |                  |                  | 152,900           |
|  |   | 1480 - FACILITY MAINTENANCE      | 2,628,600         |                  |                  | 2,628,600         |
|  |   | 1485 - CUSTODIAL                 | 1,338,500         |                  |                  | 1,338,500         |
|  |   | 1490 - HVAC                      | 256,300           |                  |                  | 256,300           |
|  | <b>532 - PW - FACILITIES - PARKS</b>        | 1000 - ADMINISTRATION            | 2,100             |                  |                  | 2,100             |
|  |   | 1495 - GROUNDS MAINTENANCE       | 2,021,300         | 828,900          | 252,600          | 3,102,800         |
|  |   | 1500 - MEDIAN MAINTENANCE        | 840,200           |                  |                  | 840,200           |
|  |   | 1505 - PARK MAINTENANCE          |                   | 150,700          |                  | 150,700           |
| <b>530 - PW - FACILITIES Total</b>       |   |                                  | <b>7,533,200</b>  | <b>979,600</b>   | <b>252,600</b>   | <b>8,765,400</b>  |
| <b>540 - PW - STREET AND TREES</b>       | <b>541 - PW - STREET/TREES - ADMIN</b>      | 1000 - ADMINISTRATION            | 87,000            |                  |                  | 87,000            |
|  | <b>542 - PW - STREET/TREES - ROW</b>        | 1545 - GRAFFITI REMOVAL          | 678,500           |                  |                  | 678,500           |
|  |   | 1550 - STREET CLEANING           | 1,793,300         |                  | 131,600          | 1,924,900         |
|  |   | 1555 - ANIMAL CARE               | 1,933,000         |                  |                  | 1,933,000         |
|  | <b>543 - PW - STREET/TREES</b>              | 1530 - TREE MAINTENANCE          | 1,718,800         |                  |                  | 1,718,800         |
|  | <b>544 - PW - STREET/TREES - FLOOD</b>      | 1535 - FLOOD CONTROL MAINTENANCE | 14,300            |                  | 490,100          | 504,400           |
|  | <b>545 - PW - STREET/TREES - ASPH/CNCRT</b> | 1520 - CONCRETE                  | 815,200           | 607,100          |                  | 1,422,300         |
|  |   | 1525 - ASPHALT                   | 672,700           | 703,000          |                  | 1,375,700         |
|  |   | 1540 - TRAFFIC SIGNS             | 445,100           | 73,100           |                  | 518,200           |
|  | <b>546 - PW - STREET/TREES - ENV SVC</b>    | 1000 - ADMINISTRATION            | 103,300           |                  | 449,300          | 552,600           |
|  |   | 1560 - ENVIRONMENTAL SERVICES    | 212,700           |                  | 323,100          | 535,800           |
| <b>540 - PW - STREET AND TREES Total</b> |   |                                  | <b>8,473,900</b>  | <b>1,383,200</b> | <b>1,394,100</b> | <b>11,251,200</b> |
| <b>Grand Total</b>                       |   |                                  | <b>20,612,900</b> | <b>4,233,300</b> | <b>3,420,400</b> | <b>28,266,600</b> |

Note: Fund Group 10 - General Fund includes Measure O (112), Econ Development (113), TID Transit (114), Landsale (115), and TID Street Projects (116).

Reference ACFR for the special revenue funds and capital project funds.

**600 - PUBLIC WORKS UTILITIES  
OPERATING BUDGET  
FY 2023-24**

**Department** PUBLIC WORKS UTILITIES

| Annual Budget                             |                           | Fund Group                   |                         |                   |
|---|---------------------------|------------------------------|-------------------------|-------------------|
| Division                                  | Activity                  | 20 - SPECIAL REVENUE<br>FUND | 60 - ENTERPRISE<br>FUND | Grand Total       |
| <b>610 - PW - WATER OPERATIONS</b>        | 1000 - ADMINISTRATION     |                              | 9,601,600               | 9,601,600         |
|   | 1565 - ENGINEERING        |                              | 546,000                 | 546,000           |
|   | 1570 - WATER PRODUCTION   |                              | 22,233,200              | 22,233,200        |
|   | 1575 - WATER DISTRIBUTION |                              | 9,895,300               | 9,895,300         |
|   | 1580 - WATER QUALITY      |                              | 861,300                 | 861,300           |
| <b>610 - PW - WATER OPERATIONS Total</b>  |                           |                              | <b>43,137,400</b>       | <b>43,137,400</b> |
| <b>620 - PW - SEWER OPERATIONS</b>        | 1000 - ADMINISTRATION     |                              | 4,239,300               | 4,239,300         |
|   | 1565 - ENGINEERING        |                              | 867,400                 | 867,400           |
|   | 1585 - SEWER MAINTENANCE  |                              | 5,391,500               | 5,391,500         |
| <b>620 - PW - SEWER OPERATIONS Total</b>  |                           |                              | <b>10,498,200</b>       | <b>10,498,200</b> |
| <b>630 - PW - REFUSE OPERATIONS</b>       | 1000 - ADMINISTRATION     | 244,100                      | 2,925,300               | 3,169,400         |
|   | 1595 - RECYCLING          | 64,000                       |                         | 64,000            |
| <b>630 - PW - REFUSE OPERATIONS Total</b> |                           | <b>308,100</b>               | <b>2,925,300</b>        | <b>3,233,400</b>  |
| <b>Grand Total</b>                        |                           | <b>308,100</b>               | <b>56,560,900</b>       | <b>56,869,000</b> |

**600 - PUBLIC WORKS UTILITIES  
OPERATING BUDGET  
FY 2024-25**

**Department** PUBLIC WORKS UTILITIES

| Annual Budget                             |                           | Fund Group                   |                         |                   |
|---|---------------------------|------------------------------|-------------------------|-------------------|
| Division                                  | Activity                  | 20 - SPECIAL REVENUE<br>FUND | 60 - ENTERPRISE<br>FUND | Grand Total       |
| <b>610 - PW - WATER OPERATIONS</b>        | 1000 - ADMINISTRATION     |                              | 8,759,800               | 8,759,800         |
|   | 1565 - ENGINEERING        |                              | 672,100                 | 672,100           |
|   | 1570 - WATER PRODUCTION   |                              | 22,761,300              | 22,761,300        |
|   | 1575 - WATER DISTRIBUTION |                              | 9,674,900               | 9,674,900         |
|   | 1580 - WATER QUALITY      |                              | 993,700                 | 993,700           |
| <b>610 - PW - WATER OPERATIONS Total</b>  |                           |                              | <b>42,861,800</b>       | <b>42,861,800</b> |
| <b>620 - PW - SEWER OPERATIONS</b>        | 1000 - ADMINISTRATION     |                              | 4,251,200               | 4,251,200         |
|   | 1565 - ENGINEERING        |                              | 908,600                 | 908,600           |
|   | 1585 - SEWER MAINTENANCE  |                              | 5,323,700               | 5,323,700         |
| <b>620 - PW - SEWER OPERATIONS Total</b>  |                           |                              | <b>10,483,500</b>       | <b>10,483,500</b> |
| <b>630 - PW - REFUSE OPERATIONS</b>       | 1000 - ADMINISTRATION     | 244,100                      | 2,352,900               | 2,597,000         |
|   | 1595 - RECYCLING          | 64,000                       |                         | 64,000            |
| <b>630 - PW - REFUSE OPERATIONS Total</b> |                           | <b>308,100</b>               | <b>2,352,900</b>        | <b>2,661,000</b>  |
| <b>Grand Total</b>                        |                           | <b>308,100</b>               | <b>55,698,200</b>       | <b>56,006,300</b> |



**CAPITAL  
OPERATING BUDGET  
FY 2023-24**

| Annual Budget                          | Fund Group        |                           |                   |                   |
|--|-------------------|---------------------------|-------------------|-------------------|
| Department/Division                    | 10 - GENERAL FUND | 20 - SPECIAL REVENUE FUND | 60 - ENTERPRISE   | Grand Total       |
| <b>300 - COMMUNITY SERVICES</b>        |                   | <b>4,075,000</b>          |                   | <b>4,075,000</b>  |
| 310 - CS - GENERAL MANAGEMENT          |                   | 3,675,000                 |                   | 3,675,000         |
| 320 - CS - RECREATION SERVICES         |                   | 400,000                   |                   | 400,000           |
| <b>500 - PUBLIC WORKS</b>              | <b>1,896,000</b>  | <b>14,621,500</b>         | <b>500,000</b>    | <b>17,017,500</b> |
| 520 - PW - ENGINEERING                 | 1,096,000         | 14,621,500                | 500,000           | 16,217,500        |
| 540 - PW - STREET AND TREES            | 800,000           |                           |                   | 800,000           |
| <b>600 - PUBLIC WORKS - UTILITIES</b>  |                   |                           | <b>22,221,700</b> | <b>22,221,700</b> |
| 610 - PW - WATER OPERATIONS            |                   |                           | 12,139,400        | 12,139,400        |
| 620 - PW - SEWER OPERATIONS            |                   |                           | 10,082,300        | 10,082,300        |
| <b>700 - ECONOMIC DEVELOPMENT DEPT</b> | <b>1,167,900</b>  | <b>3,036,400</b>          |                   | <b>4,204,300</b>  |
| 710 - EDD-ADMIN/REAL PROPERTY          |                   | 3,016,400                 |                   | 3,016,400         |
| 720 - EDD-ECON DEV/SA                  | 717,900           |                           |                   | 717,900           |
| 730 - EDD-NEIGHBORHOOD IMPROV/HUD      | 450,000           | 20,000                    |                   | 470,000           |
| <b>Grand Total</b>                     | <b>3,063,900</b>  | <b>21,732,900</b>         | <b>22,721,700</b> | <b>47,518,500</b> |

Note: Fund Group 10 - General Fund includes Measure O (112), Econ Development (113), TID Transit (114), Landsale (115), and TID Street Projects (116). Reference ACFR for the special revenue funds and capital project funds.

**CAPITAL  
OPERATING BUDGET  
FY 2024-25**

| Annual Budget                          | Fund Group        |                           |                   |                   |
|--|-------------------|---------------------------|-------------------|-------------------|
| Department/Division                    | 10 - GENERAL FUND | 20 - SPECIAL REVENUE FUND | 60 - ENTERPRISE   | Grand Total       |
| <b>300 - COMMUNITY SERVICES</b>        |                   | <b>745,000</b>            |                   | <b>745,000</b>    |
| 310 - CS - GENERAL MANAGEMENT          |                   | 745,000                   |                   | 745,000           |
| <b>500 - PUBLIC WORKS</b>              | <b>289,600</b>    | <b>12,599,800</b>         |                   | <b>12,889,400</b> |
| 520 - PW - ENGINEERING                 | 289,600           | 12,599,800                |                   | 12,889,400        |
| <b>600 - PUBLIC WORKS - UTILITIES</b>  |                   |                           | <b>13,767,100</b> | <b>13,767,100</b> |
| 610 - PW - WATER OPERATIONS            |                   |                           | 6,772,800         | 6,772,800         |
| 620 - PW - SEWER OPERATIONS            |                   |                           | 6,994,300         | 6,994,300         |
| <b>700 - ECONOMIC DEVELOPMENT DEPT</b> | <b>2,428,700</b>  |                           |                   | <b>2,428,700</b>  |
| 710 - EDD-ADMIN/REAL PROPERTY          | 1,219,200         |                           |                   | 1,219,200         |
| 720 - EDD-ECON DEV/SA                  | 739,500           |                           |                   | 739,500           |
| 730 - EDD-NEIGHBORHOOD IMPROV/HUD      | 470,000           |                           |                   | 470,000           |
| <b>Grand Total</b>                     | <b>2,718,300</b>  | <b>13,344,800</b>         | <b>13,767,100</b> | <b>29,830,200</b> |

Note: Fund Group 10 - General Fund includes Measure O (112), Econ Development (113), TID Transit (114), Landsale (115), and TID Street Projects (116). Reference ACFR for the special revenue funds and capital project funds.

## **Non-Departmental**

Non-Departmental budget includes debt service payments and utilities for facilities Citywide.

**NON-DEPARTMENTAL  
OPERATING BUDGET  
FY 2023-24**

|                   |                               |
|-------------------|-------------------------------|
| <b>Department</b> | <b>990 - NON DEPARTMENTAL</b> |
| Activity          | (Multiple Items)              |

| <b>Annual Budget<br/>Division</b> | <b>Fund Group<br/>10 - GENERAL FUND</b> | <b>Grand Total</b> |
|-----------------------------------|---|--------------------|
| 999 - NOT APPLICABLE              | 2,245,000                               | 2,245,000          |
| <b>Grand Total</b>                | <b>2,245,000</b>                        | <b>2,245,000</b>   |

Note: Fund Group 10 - General Fund includes Measure O (112), Econ Development (113), TID Transit (114), Landsale (115), and TID Street Projects (116). Reference ACFR for the special revenue funds and capital project funds.

**NON-DEPARTMENTAL  
OPERATING BUDGET  
FY 2024-25**

|                   |                               |
|-------------------|-------------------------------|
| <b>Department</b> | <b>990 - NON DEPARTMENTAL</b> |
| Activity          | (Multiple Items)              |

| <b>Annual Budget<br/>Division</b> | <b>Fund Group<br/>10 - GENERAL FUND</b> | <b>Grand Total</b> |
|-----------------------------------|---|--------------------|
| 999 - NOT APPLICABLE              | 2,246,700                               | 2,246,700          |
| <b>Grand Total</b>                | <b>2,246,700</b>                        | <b>2,246,700</b>   |

Note: Fund Group 10 - General Fund includes Measure O (112), Econ Development (113), TID Transit (114), Landsale (115), and TID Street Projects (116).  
Reference ACFR for the special revenue funds and capital project funds.

# Successor Agency

**ANALYSIS OF SUCCESSOR AGENCY  
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS)  
FY 2023-24 & FY 2024-25**

| Description                           | Proposed<br>FY 2023-24 | Proposed<br>FY 2024-25 |
|---------------------------------------|------------------------|------------------------|
| SRDA Administration                   | 290,100                | 304,700                |
| <b>Total Administrative Allowance</b> | <b>\$ 290,100</b>      | <b>\$ 304,700</b>      |
| 2014 TARB                             | 3,848,300              | 3,842,100              |
| 2016 TARB                             | 3,495,200              | 3,494,900              |
| Agency Real Property                  | 29,500                 | 29,500                 |
| Brookhurst Triangle DDA               | 59,300                 | 59,300                 |
| Housing Fund Deficit                  | 10,000                 | 10,000                 |
| Katella Cottage N/P                   | 178,700                | 178,700                |
| Katella Cottages                      | 45,000                 | 45,000                 |
| Limon Legal Fees                      | 50,000                 | 50,000                 |
| Site B2 DDA                           | 101,400                | 101,400                |
| Sycamore Walk DDA                     | 20,000                 | 20,000                 |
| Waterpark Hotel DDA                   | 1,036,200              | 1,036,200              |
| <b>Total ROPS</b>                     | <b>8,873,600</b>       | <b>8,867,100</b>       |
| <b>Total Successor Agency Budget</b>  | <b>\$ 9,163,700</b>    | <b>\$ 9,171,800</b>    |

# Housing Authority



# HOUSING OPERATING BUDGET FY 2023-24

Fund H (Multiple Items)

| Annual Budget                     | Fund Group       |                |                  |                   |                   |
|-----------------------------------|------------------|----------------|------------------|-------------------|-------------------|
|                                   | 501 - HSG        | 502 - HSG      | 681 - HSG        | 682 - HSG         |                   |
| Department/Division               | SUCCESSOR AGENCY | AUTH-CC PROPTS | AUTH SEC8-ADMIN  | AUTH SEC8-HAP     | Grand Total       |
| <b>1000</b>                       | <b>576,600</b>   | <b>37,000</b>  | <b>4,028,800</b> |                   | <b>4,642,400</b>  |
| 101 - CM - CITY COUNCIL           |                  |                | 11,500           |                   | 11,500            |
| 102 - CM - CITY MANAGER           |                  |                | 15,900           |                   | 15,900            |
| 103 - CM - CITY CLERK             |                  |                | 12,800           |                   | 12,800            |
| 132 - FIN - FISCAL SERVICES       |                  |                | 106,600          |                   | 106,600           |
| 133 - FIN - BUDGET                |                  |                | 6,600            |                   | 6,600             |
| 710 - EDD-ADMIN/REAL PROPERTY     | 200,000          | 37,000         | 147,900          |                   | 384,900           |
| 730 - EDD-NEIGHBORHOOD IMPROV/HUD | 290,900          |                | 100,000          |                   | 390,900           |
| 740 - EDD-HOUSING AUTHORITY       | 85,700           |                | 3,627,500        |                   | 3,713,200         |
| <b>1065</b>                       |                  |                |                  | <b>40,235,000</b> | <b>40,235,000</b> |
| 740 - EDD-HOUSING AUTHORITY       |                  |                |                  | 40,235,000        | 40,235,000        |
| <b>1070</b>                       |                  |                |                  | <b>4,765,000</b>  | <b>4,765,000</b>  |
| 740 - EDD-HOUSING AUTHORITY       |                  |                |                  | 4,765,000         | 4,765,000         |
| <b>Grand Total</b>                | <b>576,600</b>   | <b>37,000</b>  | <b>4,028,800</b> | <b>45,000,000</b> | <b>49,642,400</b> |

# HOUSING OPERATING BUDGET FY 2024-25

Fund H (Multiple Items)

| Annual Budget                     | Fund Group                    |                              |                              |                            | 682 -             |  |
|-----------------------------------|-------------------------------|------------------------------|------------------------------|----------------------------|-------------------|--|
| Department/Division               | 501 - HSG<br>SUCCESSOR AGENCY | 502 - HSG AUTH-<br>CC PROPTS | 681 - HSG AUTH<br>SEC8-ADMIN | 682 - HSG AUTH<br>SEC8-HAP | Grand Total       |  |
| <b>1000</b>                       | <b>581,000</b>                | <b>37,000</b>                | <b>4,235,100</b>             |                            | <b>4,853,100</b>  |  |
| 101 - CM - CITY COUNCIL           |                               |                              | 11,900                       |                            | 11,900            |  |
| 102 - CM - CITY MANAGER           |                               |                              | 16,800                       |                            | 16,800            |  |
| 103 - CM - CITY CLERK             |                               |                              | 13,400                       |                            | 13,400            |  |
| 132 - FIN - FISCAL SERVICES       |                               |                              | 111,200                      |                            | 111,200           |  |
| 133 - FIN - BUDGET                |                               |                              | 7,000                        |                            | 7,000             |  |
| 710 - EDD-ADMIN/REAL PROPERTY     | 200,000                       | 37,000                       | 174,900                      |                            | 411,900           |  |
| 730 - EDD-NEIGHBORHOOD IMPROV/HUD | 293,100                       |                              | 100,000                      |                            | 393,100           |  |
| 740 - EDD-HOUSING AUTHORITY       | 87,900                        |                              | 3,799,900                    |                            | 3,887,800         |  |
| <b>1045</b>                       |                               |                              | <b>12,900</b>                |                            | <b>12,900</b>     |  |
| 103 - CM - CITY CLERK             |                               |                              | 12,900                       |                            | 12,900            |  |
| <b>1065</b>                       |                               |                              |                              | <b>42,220,300</b>          | <b>42,220,300</b> |  |
| 740 - EDD-HOUSING AUTHORITY       |                               |                              |                              | 42,220,300                 | 42,220,300        |  |
| <b>1070</b>                       |                               |                              |                              | <b>4,765,000</b>           | <b>4,765,000</b>  |  |
| 740 - EDD-HOUSING AUTHORITY       |                               |                              |                              | 4,765,000                  | 4,765,000         |  |
| <b>Grand Total</b>                | <b>581,000</b>                | <b>37,000</b>                | <b>4,248,000</b>             | <b>46,985,300</b>          | <b>51,851,300</b> |  |

# Water Supply Budget

**WATER SERVICES**  
**FY 2023-24**  
**(\$000)**

| <u>SOURCES</u>                | FY 2023-24<br>Proposed<br>Budget | FY 2024-25<br>Proposed<br>Budget |
|-------------------------------|----------------------------------|----------------------------------|
| Beginning Working Capital     | \$ 37,706                        | \$ 27,573                        |
| Revenues                      | \$ 41,692                        | \$ 41,653                        |
| Bond Proceeds                 | \$ 6,800                         | \$ -                             |
| Total Sources                 | <u>\$ 86,198</u>                 | <u>\$ 69,226</u>                 |
| <br><u>USES</u>               |                                  |                                  |
| Operations & Maintenance      | \$ 16,028                        | \$ 16,829                        |
| Purchased Water Supply        | \$ 21,498                        | \$ 21,993                        |
| Debt Service                  | \$ 3,862                         | \$ 2,918                         |
| Street Repair Charge          | \$ 814                           | \$ 848                           |
| TOTAL OPERATIONAL EXPENDITURE | <u>\$ 42,202</u>                 | <u>\$ 42,588</u>                 |
| <br>CAPITAL EXPENDITURES      |                                  |                                  |
| Capital Replacement           | \$ 200                           | \$ -                             |
| Capital Improvements          | \$ 15,786                        | \$ 10,205                        |
| Capital Carryover             | \$ 437                           | \$ -                             |
| TOTAL CAPITAL EXPENDITURES    | <u>\$ 16,423</u>                 | <u>\$ 10,205</u>                 |
| <br>TOTAL EXPENDITURES        | <br><u>\$ 58,625</u>             | <br><u>\$ 52,793</u>             |
| <br>Total Sources             | <br>\$ 86,198                    | <br>\$ 69,226                    |
| Total Expenditures            | \$ 58,625                        | \$ 52,793                        |
| Ending Working Capital        | <u>\$ 27,573</u>                 | <u>\$ 16,433</u>                 |

# Sanitary District

**GARDEN GROVE SANITARY DISTRICT  
SEWER  
FY 2023-24 & FY 2024-25  
(\$000)**

|                                | FY 2023-24<br>Proposed<br>Budget | FY 2024-25<br>Proposed<br>Budget |
|--------------------------------|----------------------------------|----------------------------------|
| <u>FUNDS AVAILABLE</u>         |                                  |                                  |
| Beginning Working Capital      | \$ 49,806                        | \$ 39,262                        |
| Revenues                       | 11,950                           | 11,950                           |
| Total Sources                  | <u>61,756</u>                    | <u>51,212</u>                    |
| <u>EXPENDITURES</u>            |                                  |                                  |
| OPERATIONAL EXPENDITURES       |                                  |                                  |
| Operations & Maintenance       | 8,065                            | 8,321                            |
| Contractual Services           | 2,457                            | 2,475                            |
| Debt Service                   | 1,199                            | 1,200                            |
| TOTAL OPERATIONAL EXPENDITURES | <u>11,721</u>                    | <u>11,996</u>                    |
| CAPITAL EXPENDITURES           |                                  |                                  |
| Capital Replacement            | 64                               | -                                |
| Capital Improvements           | 10,709                           | 7,500                            |
| Capital Carryover              | -                                | -                                |
| TOTAL CAPITAL EXPENDITURES     | <u>10,773</u>                    | <u>7,500</u>                     |
| TOTAL EXPENDITURES             | <u>22,494</u>                    | <u>19,496</u>                    |
| Total Sources                  | 61,756                           | 51,212                           |
| Total Expenditures             | 22,494                           | 19,496                           |
| Ending Working Capital         | <u>\$ 39,262</u>                 | <u>\$ 31,716</u>                 |

# **5-Year Capital Improvement Plan**

FIVE-YEAR CAPITAL IMPROVEMENT PLAN

|  | Project /<br>JL Key | Fund | Prior Years<br>Project Costs | FY 2023-24                        |           | FY<br>2024-25        | FY<br>2025-26 | FY<br>2026-27 | FY<br>2027-28 | Total Project Costs |
|--|---------------------|------|------------------------------|-----------------------------------|-----------|----------------------|---------------|---------------|---------------|---------------------|
|  |                     |      |                              | Estimated<br>Carryover<br>Funding | Budget    | Estimated<br>Funding |               |               |               |                     |
| Arterial Improvements  |                     |      |                              |                                   |           |                      |               |               |               |                     |
| 1) Chapman Avenue Rehabilitation   | CP1341000           | 246  | Measure M2                   | 570                               | 1,007,550 | 400,000              |               |               |               | 1,408,120           |
| The project will rehabilitate Chapman Avenue from Springdale Street to Western Avenue. This project includes drought tolerant landscape and irrigation improvements from Wild Goose Street to Emerald Street.  |                     | 208  | Gas Tax SB1                  | 67,752                            | 2,674,128 | 350,000              |               |               |               | 3,091,880           |
| Total Project Cost   |                     |      |                              | 68,322                            | 3,681,678 | 750,000              | -             | -             | -             | 4,500,000           |
| 2) Lampson Avenue Rehabilitation   | CP1297022           | 246  | Measure M2                   | 947                               | 332,053   |                      |               |               |               | 333,000             |
| The project will rehabilitate Lampson Avenue from Springdale Street to Knott Street.   |                     | 208  | Gas Tax SB1                  | 15,470                            |           | 50,000               |               |               |               | 65,470              |
| Total Project Cost   |                     |      |                              | 16,417                            | 332,053   | 50,000               | -             | -             | -             | 398,470             |
| 3) Lampson Avenue Rehabilitation   | CP1297022           | 246  | Measure M2                   | 947                               | 282,053   |                      |               |               |               | 283,000             |
| The Project will rehabilitate Lampson Avenue from Harbor Boulevard to Haster Street.   |                     | 208  | Gas Tax SB1                  | 15,470                            |           | 100,000              |               |               |               | 115,470             |
|  |                     | 224  | Red Light Camera Funds       | 53,296                            | 6,704     |                      |               |               |               | 60,000              |
| Total Project Cost   |                     |      |                              | 69,713                            | 288,757   | 100,000              | -             | -             | -             | 458,470             |
| 4) Harbor/Garden Grove Intersection Improvement  | CP1303000           | 207  | Gas Tax                      | 18,401                            | 48,349    | 7,875                | 7,875         |               |               | 82,500              |
| The project will add a northbound left-turn lane and an eastbound right-turn lane, as well as general widening to substandard lane widths at the intersection of Harbor Boulevard and Garden Grove Boulevard. Improvements will also include a new traffic signal for the widened lanes.   |                     | 208  | SB1 Gas Tax                  | 2,525                             |           |                      | 2,997,475     |               |               | 3,000,000           |
|  |                     | 246  | Measure M2                   |                                   |           |                      | 200,000       |               |               | 200,000             |
|  |                     | 248  | Measure M2-CTFP              |                                   | 68,250    | 14,625               | 14,625        |               |               | 97,500              |
| Total Project Cost   |                     |      |                              | 20,925                            | 116,599   | 22,500               | 22,500        | 3,197,475     | -             | 3,380,000           |
| 5) Westminster Avenue Rehabilitation   | CP1196273           | 207  | Gas Tax                      | 4,271                             |           | 50,000               |               |               |               | 54,271              |
| Through a cooperative agreement, the City of Santa Ana will rehabilitate Westminster Avenue from Newhope Street to Harbor Boulevard.   |                     | 208  | SB1 Gas Tax                  | 1,603                             |           | 344,125              |               |               |               | 345,728             |
| Total Project Cost   |                     |      |                              | 5,875                             | -         | -                    | 394,125       | -             | -             | 400,000             |
| 6) Arterial Slurry Seal Projects   | CP1355000           | 111  | General Fund                 | 17,899                            |           | 4,182,101            |               |               |               | 4,200,000           |
| This project will make repairs to the following streets: 1)Harbor Blvd- Westminster to Trask 2)Clinton Street- Westminster to Trask 3)Chapman Avenue- 9th Street to West 4)Brookhurst Street- Trask to Garden Grove Blvd 5)Brookhurst Street- Chapman to Katella 6)Westminster Avenue- Brookhurst to Bowen 7)Lampson- Valley View to Springdale 8)West Street- Garden Grove Blvd to Lampson 9)Nutwood- Garden Grove Blvd to Lampson 10)Nelson Street- Garden Grove Blvd to Chapman |                     | 208  | Gas Tax (SB1)                | 20,190                            |           | 636,810              |               |               |               | 657,000             |
|  |                     | 246  | Measure M2                   |                                   |           | 893,000              |               |               |               | 893,000             |
|  |                     | 111  | General Fund- In Leiu Fees   |                                   |           | 200,000              |               |               |               | 200,000             |
| Total Project Cost   |                     |      |                              | 38,089                            | -         | 5,911,911            | -             | -             | -             | 5,950,000           |
| 7) Arterial Rehabilitation Projects  | CP1356000           | 111  | General Fund                 | 36,592                            |           | 7,393,427            |               |               |               | 7,430,019           |
| This project will make repairs to the following streets: 1)Trask Ave- Brookhurst to Benton 2)Haster Street- Lampson to Chapman 3)Garden Grove Blvd-Gilbert to Brookhurst 4)Springdale-Lampson to Chapman 5)West Street- Lampson to Chapman 6)Lampson- Eculid to West 7)Lampson- Euclid to 9th Street 8)Lampson- 9th Street to West 9)Buaro Street- Lampson to Harbor   |                     | 208  | Gas Tax (SB1)                |                                   |           | 669,981              |               |               |               | 669,981             |
| Total Project Cost   |                     |      |                              | 36,592                            | -         | 8,063,408            | -             | -             | -             | 8,100,000           |



**FIVE-YEAR CAPITAL IMPROVEMENT PLAN  
(CONTINUED)**

|   | Project /<br>JL Key | Fund    | Prior Years<br>Project Costs | FY 2023-24                        |           | FY<br>2024-25        | FY<br>2025-26 | FY<br>2026-27 | FY<br>2027-28 | Total Project Costs |
|---|---------------------|---------|------------------------------|-----------------------------------|-----------|----------------------|---------------|---------------|---------------|---------------------|
|   |                     |         |                              | Estimated<br>Carryover<br>Funding | Budget    | Estimated<br>Funding |               |               |               |                     |
| <b>8) Arterial Rehabilitation- Trask from Brookhurst to Benton</b><br><br>Approved by City Council, this project will 1) modify the existing right turn diverter on Flower at Trask to only allow right turns in and out and 2) modify the existing right turn diverter on Bowen at Trask to allow all movement in and out  | CP1356000           | 111     | General Fund                 |                                   | 1,000,000 | 120,000              |               |               |               | 1,120,000           |
| <b>Total Project Cost</b>   |                     | -       | -                            | -                                 | 1,000,000 | 120,000              | -             | -             | -             | 1,120,000           |
| <b>9) Garden Grove Blvd Rehabilitation</b><br><br>The City will work with the City of Westminster to make repairs to Garden Grove Boulevard from Knott ot Beach   | CP1365000           | 207     | Gas Tax                      |                                   | 200,000   |                      |               |               |               | 200,000             |
| <b>Total Project Cost</b>   |                     | -       | -                            | -                                 | 200,000   | -                    | -             | -             | -             | 200,000             |
| <b>10) Katella-Dale Intersection Paving</b><br><br>The City will work with the City of Stanton to repave the intersection at Katella Avenue and Dale Street   | TBD                 | 208     | Gas Tax (SB1)                |                                   | 40,000    |                      |               |               |               | 40,000              |
| <b>Total Project Cost</b>   |                     | -       | -                            | -                                 | 40,000    | -                    | -             | -             | -             | 40,000              |
| <b>10) Arterial Street Improvements</b><br><br>This project will make repairs to the following streets: 1) Knott Avenue- Lampson to Chapman 2) Chapman Avenue- Harbor to Lewis 3) Valley View Street- 22FWY to City Limits 4) Brookhurst Street- Hazard to Westminster 5) Trask Avenue- Harbor to Fairview 6) Dale Street- Garden Grove to Lampson 7) Garden Grove Boulevard- Nelson to Euclid 8) Yockey Street- Westminster to Trask 9) Yockey Street- Trask to Garden Grove blvd 10) Garden Grove Boulevard- Mgnolia to Gilbert 11) Ward Street- Hazard to Morningside 12) Wakefield Avenue- Euclid to City Limits 13) Lampson Avenue- City Limits to Valley View 14) Lampson Avenue- Springdale to Knott | CP1376000           | 111     | General Fund                 |                                   | 1,000,000 |                      |               |               |               | 1,000,000           |
|   |                     | 207     | Gas Tax                      |                                   | 200,000   | 928,132              |               |               |               | 1,128,132           |
|   |                     | 208     | Gas Tax (SB1)                |                                   |           | 2,903,294            |               |               |               | 2,903,294           |
|   |                     | 246     | Measure M2                   |                                   | 985,191   | 2,852,008            |               |               |               | 3,837,199           |
|   |                     | 211     | Traffic Mitigation Fees      |                                   | 1,025,000 | 500,000              |               |               |               | 1,525,000           |
|   |                     | 215     | Drainage Fees                |                                   | 215,000   | 100,000              |               |               |               | 315,000             |
| <b>Total Project Cost</b>   |                     | -       | -                            | -                                 | 3,425,191 | 7,283,434            | -             | -             | -             | 10,708,625          |
| <b>11) Arterial Rehabilitation Program</b><br><br>Rehabilitation of arterial streets citywide.  | TBD                 | 111     | General Fund                 |                                   |           |                      |               |               |               | -                   |
|   |                     | 207     | Gas Tax                      |                                   |           |                      | 959,812       | 988,606       | 1,018,265     | 2,966,683           |
|   |                     | 208     | Gas Tax (SB1)                |                                   |           |                      |               | 2,998,179     | 3,088,124     | 6,086,303           |
|   |                     | 246     | Measure M2                   |                                   |           |                      | 3,000,630     | 3,090,649     | 3,183,368     | 9,274,647           |
| <b>Total Project Cost</b>   |                     | -       | -                            | -                                 | -         | -                    | 3,960,442     | 7,077,434     | 7,289,757     | 18,327,634          |
| <b>Total Arterial Street Improvements</b>   |                     | 255,933 | 4,419,087                    | 19,563,010                        | 7,820,059 | 7,157,917            | 7,077,434     | 7,289,757     |               | 53,583,198          |
|   |                     |         |                              |                                   |           |                      |               |               |               |                     |
| <b>Residential Improvements</b>   |                     |         |                              |                                   |           |                      |               |               |               |                     |
| <b>1) Acacia Neighborhood Street Improvements</b><br><br>The Project will include residential streets bounded by Dale Street, Stanford Avenue, Josephine Street and Garden Grove Boulevard. Improvements will include reconstructing and widening the pavement and installation of new curb, gutter and sidewalk.   | CP1259000           | 207     | Gas Tax                      | 98,548                            | 637,228   | 720,257              |               |               |               | 1,456,033           |
|   |                     | 208     | Gas Tax SB1                  | 37,144                            | 1,102,403 | 130,679              |               |               |               | 1,270,226           |
|   |                     | 209     | Gas Tax                      | 50,716                            | 311,848   | 263,576              |               |               |               | 626,140             |
|   |                     | 246     | Measure M2                   |                                   | 847,601   | 1,500,000            |               |               |               | 2,347,601           |
|   |                     | 225     | CDBG                         |                                   | 800,000   |                      |               |               |               | 800,000             |
|   |                     | 602     | Water                        |                                   | 700,000   | 500,000              |               |               |               | 1,200,000           |
| <b>Total Project Cost</b>   |                     | 186,409 | 4,399,079                    | 3,114,512                         | -         | -                    | -             | -             | -             | 7,700,000           |

FIVE-YEAR CAPITAL IMPROVEMENT PLAN  
(CONTINUED)

|   | Project /<br>JL Key       | Fund | Prior Years<br>Project Costs | FY 2023-24                        |                  | FY<br>2024-25        | FY<br>2025-26    | FY<br>2026-27    | FY<br>2027-28    | Total Project Costs |                   |
|---|---------------------------|------|------------------------------|-----------------------------------|------------------|----------------------|------------------|------------------|------------------|---------------------|-------------------|
|   |                           |      |                              | Estimated<br>Carryover<br>Funding | Budget           | Estimated<br>Funding |                  |                  |                  |                     |                   |
| <b>2) Residential Street Rehabilitation</b><br><br>The City will make improvements to residential streets bounded by Magnolia, Gilbert, Orangewood, and Chapman, by repairing street segments, removing and replacing sewer manhole frames and covers, and striping.  | CP1362023                 | 207  | Gas Tax                      |                                   | 100,000          |                      |                  |                  |                  | 100,000             |                   |
|   |                           | 209  | Gas Tax                      |                                   | 550,000          |                      |                  |                  |                  | 550,000             |                   |
|   |                           | 225  | CDBG                         |                                   | 800,000          |                      |                  |                  |                  | 800,000             |                   |
|   | <b>Total Project Cost</b> |      |                              | -                                 | -                | <b>1,450,000</b>     | -                | -                | -                | -                   | <b>1,450,000</b>  |
| <b>3) Residential Overlay Program</b><br><br>The City will slurry seal approximately 16.1 lanes miles of residential streets citywide.  | TBD                       | 209  | Gas Tax                      | 973,494                           | 627,319          | 1,200,000            | 1,000,000        | 1,030,000        | 1,060,900        | 1,092,727           | 6,984,440         |
|   |                           | 207  | Gas Tax                      |                                   | 458,711          | -                    | 500,000          | -                |                  |                     | 958,711           |
|   |                           | 225  | CDBG                         |                                   |                  | 1,000,000            | 1,000,000        | 1,000,000        | 1,000,000        | 1,000,000           | 5,000,000         |
|   | <b>Total Project Cost</b> |      |                              | <b>973,494</b>                    | <b>1,086,030</b> | <b>2,200,000</b>     | <b>2,500,000</b> | <b>2,030,000</b> | <b>2,060,900</b> | <b>2,092,727</b>    | <b>12,943,151</b> |
| <b>4) Concrete Replacement Capital</b><br><br>The City will repair residential sidewalks, driveway approaches, wheel chair ramps, and cross gutters at locations citywide.  | TBD                       | 111  | General Fund                 |                                   | 234,000          | 200,000              | 300,000          | 234,000          | 234,000          | 234,000             | 1,436,000         |
|   |                           |      |                              |                                   |                  |                      |                  |                  |                  |                     | -                 |
|   | <b>Total Project Cost</b> |      |                              | -                                 | <b>234,000</b>   | <b>200,000</b>       | <b>300,000</b>   | <b>234,000</b>   | <b>234,000</b>   | <b>234,000</b>      | <b>1,436,000</b>  |
| <b>5) Flood Control Channel Improvements</b><br><br>The project will remove and replace failed and damaged concrete, including saw cutting and grading various sections of 4" thick concrete slabs at the following city flood control channel locations: Valley View Channel, Belgrave Channel, and Emerald Channel. | TBD                       | 111  | General Fund                 |                                   | 820,000          |                      |                  |                  |                  | 820,000             |                   |
|   |                           |      |                              |                                   |                  |                      |                  |                  |                  |                     |                   |
|   | <b>Total Project Cost</b> |      |                              | -                                 | -                | <b>820,000</b>       | -                | -                | -                | -                   | <b>820,000</b>    |
| <b>Total Residential Street Improvements</b>  |                           |      | <b>1,159,903</b>             | <b>5,719,109</b>                  | <b>7,784,512</b> | <b>2,800,000</b>     | <b>2,264,000</b> | <b>2,294,900</b> | <b>2,326,727</b> | <b>24,349,151</b>   |                   |
|   |                           |      |                              |                                   |                  |                      |                  |                  |                  |                     |                   |
| <b>Traffic Improvements</b>   |                           |      |                              |                                   |                  |                      |                  |                  |                  |                     |                   |
| <b>1) Garden Grove/Nelson Traffic Signal Modifications</b><br><br>The project will upgrade the existing traffic signal to current standards and add protected left turn phasing for all approaches at the Garden Grove Blvd./Nelson St. intersection.   | CP1345000                 | 211  | Traffic Mitigation Fees      |                                   | 40,000           |                      |                  |                  |                  | 40,000              |                   |
|   |                           | 224  | Red Light Camera Fees        |                                   | 11,800           |                      |                  |                  |                  | 11,800              |                   |
|   |                           | 242  | Federal Grants               |                                   | 466,200          |                      |                  |                  |                  | 466,200             |                   |
|   | <b>Total Project Cost</b> |      |                              | -                                 | <b>40,000</b>    | <b>478,000</b>       | -                | -                | -                | -                   | <b>518,000</b>    |
| <b>2) Garden Grove/Newland Traffic Signal Modifications</b><br><br>The project will upgrade existing traffic signal to current standards and add protected left turn phasing for east and west approaches at the Garden Grove Blvd./Newland St. intersection.   | CP1346000                 | 211  | Traffic Mitigation Fees      |                                   | 30,000           |                      |                  |                  |                  | 30,000              |                   |
|   |                           | 224  | Red Light Camera Fees        |                                   | 11,350           |                      |                  |                  |                  | 11,350              |                   |
|   |                           | 242  | Federal Grants               |                                   | 372,150          |                      |                  |                  |                  | 372,150             |                   |
|   | <b>Total Project Cost</b> |      |                              | -                                 | <b>30,000</b>    | <b>383,500</b>       | -                | -                | -                | -                   | <b>413,500</b>    |
| <b>3) Intersection Safety Improvements</b><br><br>Traffic signal improvements at intersections citywide.  | TBD                       | 211  | Traffic Mitigation Fees      |                                   |                  |                      | 500,000          | 500,000          | 500,000          | 1,500,000           |                   |
|   |                           |      |                              |                                   |                  |                      |                  |                  |                  |                     |                   |
|   | <b>Total Project Cost</b> |      |                              | -                                 | -                | -                    | -                | <b>500,000</b>   | <b>500,000</b>   | <b>500,000</b>      | <b>1,500,000</b>  |
| <b>4) Lampson / Western - Traffic Signal Modifications</b><br><br>The project will upgrade existing traffic signal to current standards and add protected left turn phasing for east and west approaches at the Lampson Ave./Western Ave. intersection.   | TBD                       | 224  | Red Light Camera Fees        |                                   |                  | 400,000              |                  |                  |                  | 400,000             |                   |
|   |                           |      |                              |                                   |                  |                      |                  |                  |                  |                     | -                 |
|   | <b>Total Project Cost</b> |      |                              | -                                 | -                | -                    | <b>400,000</b>   | -                | -                | -                   | <b>400,000</b>    |

**FIVE-YEAR CAPITAL IMPROVEMENT PLAN  
(CONTINUED)**

|   | Project /<br>JL Key | Fund | Prior Years<br>Project Costs | FY 2023-24                        |           | FY<br>2024-25        | FY<br>2025-26 | FY<br>2026-27 | FY<br>2027-28 | Total Project Costs |           |
|---|---------------------|------|------------------------------|-----------------------------------|-----------|----------------------|---------------|---------------|---------------|---------------------|-----------|
|   |                     |      |                              | Estimated<br>Carryover<br>Funding | Budget    | Estimated<br>Funding |               |               |               |                     |           |
| <b>5) Springdale/Chapman - Traffic Signal Modifications</b><br>The project will upgrade existing traffic signal to current standards and add protected left turn phasing for east and west approaches at the Springdale St./Western Ave. intersection.  | TBD                 | 224  | Red Light Camera Fees        | 350,000                           |           |                      |               |               |               | 350,000             |           |
| Total Project Cost  |                     |      |                              | -                                 | -         | 350,000              | -             | -             | -             | -                   | 350,000   |
| <b>6) Brookhurst / Orangewood - Traffic Signal Modifications</b><br>The project will upgrade existing traffic signal to current standards and add protected left turn phasing for east and west approaches at the Brookhurst St./Orangewood Ave. intersection.                                      | TBD                 | 224  | Red Light Camera Fees        | 250,000                           |           |                      |               |               |               | 250,000             |           |
| Total Project Cost  |                     |      |                              | -                                 | -         | -                    | 250,000       | -             | -             | -                   | 250,000   |
| <b>7) Brookhurst / Woodbury - Traffic Signal Modifications</b><br>The project will upgrade existing traffic signal to current standards and add protected left turn phasing for east and west approaches at the Brookhurst St./Woodbury Ave. intersection.  | TBD                 | 224  | Red Light Camera Fees        | 400,000                           |           |                      |               |               |               | 400,000             |           |
| Total Project Cost  |                     |      |                              | -                                 | -         | -                    | 400,000       | -             | -             | -                   | 400,000   |
| <b>8) Traffic Signal Modifications - Chapman at Lamplighter</b><br>This project will upgrade the traffic signal at Chapman and Lamplighter as well as the following intersections: 1) Garden Grove Blvd & Gilbert 2) Garden Grove Blvd & Casa Linda 3) Euclid & Stanford 4) Brookhurst & Standford. | CP1292000           | 211  | Traffic Mitigation Fees      | 1,008,806                         | 291,124   | 75,000               | 1,374,930     |               |               |                     |           |
| Total Project Cost  |                     |      |                              | 1,008,806                         | 291,124   | 75,000               | -             | -             | -             | -                   | 1,374,930 |
| Total Traffic Improvements  |                     |      |                              | 1,008,806                         | 361,124   | 1,286,500            | 1,050,000     | 500,000       | 500,000       | 500,000             | 5,206,430 |
| Park Improvements   |                     |      |                              |                                   |           |                      |               |               |               |                     |           |
| <b>1) Magnolia Park</b><br>The Project will remove and replace playground and playground surface, picnic shelter, PIP replacement, fence located around pool and there will also be repairs made to the pool house building.  | CP1335000           | 216  | Citywide Park Fee            | 170,000                           |           | 100,000              | 270,000       |               |               |                     |           |
|   |                     | 233  | State Park & Rec Grant       | 204,822                           |           | 204,822              |               |               |               |                     |           |
| Total Project Cost  |                     |      |                              | -                                 | 374,822   | 100,000              | -             | -             | -             | 474,822             |           |
| <b>2) Parks and Facilities Master Plan Improvements</b><br>Projects are prioritized based on 15 year master plan.   | CP1181000           | 216  | Citywide Park Fee            | -                                 | 300,000   | 300,000              | 300,000       | 300,000       | 200,000       | 1,400,000           |           |
|   |                     | 214  | Park Fee                     | -                                 | 100,000   | 125,000              | 200,000       | 200,000       | 100,000       | 725,000             |           |
| Total Project Cost  |                     |      |                              | -                                 | -         | 400,000              | 425,000       | 500,000       | 500,000       | 300,000             | 2,125,000 |
| <b>3) Woodbury Park Expansion and Renovations</b><br>Prop 68 Statewide Park grant project   | CP1334000           | 216  | Citywide Park Fee            | 1,600,000                         |           | 1,600,000            |               |               |               |                     |           |
|   |                     | 214  | Park Fee                     | 1,000,000                         |           | 1,000,000            |               |               |               |                     |           |
|   |                     | 233  | State Park & Rec Grant       | 5,956,000                         |           | 5,956,000            |               |               |               |                     |           |
| Total Project Cost  |                     |      |                              | -                                 | 7,556,000 | 1,000,000            | -             | -             | -             | -                   | 8,556,000 |
| <b>4) Civic Center Park Improvements</b><br>Construction of landscaping, ADA walkways and CMC bridge replacement  | CP1181000           | 214  | Park Fee                     | 350,000                           |           | 50,000               | 400,000       |               |               |                     |           |
| Total Project Cost  |                     |      |                              | -                                 | 350,000   | 50,000               | -             | -             | -             | -                   | 400,000   |

**FIVE-YEAR CAPITAL IMPROVEMENT PLAN  
(CONTINUED)**

|   | Project /<br>JL Key                 | Fund                       | Prior Years<br>Project Costs | FY 2023-24                        |           | FY<br>2024-25        | FY<br>2025-26 | FY<br>2026-27 | FY<br>2027-28 | Total Project Costs |
|---|-------------------------------------|----------------------------|------------------------------|-----------------------------------|-----------|----------------------|---------------|---------------|---------------|---------------------|
|   |                                     |                            |                              | Estimated<br>Carryover<br>Funding | Budget    | Estimated<br>Funding |               |               |               |                     |
| <b>5) Light Pole Replacement</b><br>Replace light poles throughout city parks, based on list of replacement needs   | CP1116000                           | 216 Citywide Park Fee      |                              |                                   | 100,000   | 100,000              | 100,000       | 100,000       | 100,000       | 500,000             |
| -   |                                     |                            |                              |                                   |           |                      |               |               |               |                     |
| <b>Total Project Cost</b>   |                                     |                            | -                            | -                                 | 100,000   | 100,000              | 100,000       | 100,000       | 100,000       | 500,000             |
| <b>6) Atlantis Play Center</b><br>C/O FY22-23 Splash pad unit replacements; FY23-24 Playground equipment upgrades   | CP1019000                           | 214 Park Fee               | -                            | 68,000                            |           |                      |               |               |               | 68,000              |
|   |                                     | 216 Citywide Park Fee      |                              |                                   | 300,000   |                      |               |               |               | 300,000             |
| <b>Total Project Cost</b>   |                                     |                            | -                            | 68,000                            | 300,000   | -                    | -             | -             | -             | 368,000             |
| <b>7) Parks Replacement of Irrigation Systems</b><br>FY24-25 Eastgate Park \$40,000; Edgar Park \$60,000; Faylane Park \$20,000; FY 25-26 Gutosky Park \$20,000; Magnolia Park \$40,000; Westgrove Park \$60,000  | CP1181000                           | 216 Citywide Park Fee      |                              |                                   |           | 120,000              | 120,000       |               |               | 240,000             |
|   |                                     |                            |                              |                                   |           | -                    | -             |               |               | -                   |
| <b>Total Project Cost</b>   |                                     |                            | -                            | -                                 | -         | 120,000              | 120,000       | -             | -             | 240,000             |
| <b>8) Renovations to Park Buildings</b><br>Including Eastgate Park Teen Center and Magnolia Park FRC  | CP1181000                           | 216 Citywide Park Fee      |                              | 29,000                            | 125,000   | 100,000              | 75,000        |               |               | 329,000             |
| <b>Total Project Cost</b>   |                                     |                            | -                            | 29,000                            | 125,000   | 100,000              | 75,000        | -             | -             | 329,000             |
| <b>9) State Representative Lou Correa - District 46 Grant Funding</b><br>Haster Basin, West Haven, and Jardin de los Ninos  | CP1336000<br>CP1337000<br>CP1338000 | 242 Federal Grants         |                              |                                   | 1,000,000 |                      |               |               |               | 1,000,000           |
|   |                                     | 216 Citywide Park Fee      |                              |                                   | 1,000,000 |                      |               |               |               | 1,000,000           |
| <b>Total Project Cost</b>   |                                     |                            | -                            | -                                 | 2,000,000 | -                    | -             | -             | -             | 2,000,000           |
| <b>Total Park Improvements</b>  |                                     |                            |                              | 8,377,822                         | 4,075,000 | 745,000              | 795,000       | 600,000       | 400,000       | 14,992,822          |
|   |                                     |                            |                              |                                   |           |                      |               |               |               |                     |
| <b>Community &amp; Economic Development Improvements</b>  |                                     |                            |                              |                                   |           |                      |               |               |               |                     |
| <b>1) Caltrans Bike Corridor Improvement Project (BCIP):</b><br>15 miles of striping of new bike lanes:<br>North-South from Brookhurst between Katella and Trask; West btw City limit and GG Blvd; Gilbert btw Katella and Westminster; East-West from Chapman btw Valley View and City limit; Lampson btw City limit and Haster.<br><br>Total grant award Construction (Phase 4) \$1.043M, Total project cost \$1.2M<br><br>BCIP Matching Funds<br>BCIP Matching Funds | GT1024000                           | 242 Federal Grants         | 77,000                       |                                   | 1,043,140 |                      |               |               |               | 1,120,140           |
|   |                                     | 222                        |                              |                                   |           |                      |               |               |               |                     |
|   |                                     | AQMD                       |                              |                                   | 229,327   |                      |               |               |               | 229,327             |
|   |                                     | 222 AQMD                   |                              | 141,000                           |           |                      |               |               |               | 141,000             |
|   |                                     | 111 General Fund           |                              |                                   | 7,400     |                      |               |               |               | 7,400               |
| <b>Total Project Cost</b>   |                                     |                            | 77,000                       | 141,000                           | 1,279,867 | -                    | -             | -             | -             | 1,497,867           |
| <b>2) Purcell Building</b> - Aquisition/rehabilitation to the Purcell Building (Public Facilities)  | CP1326276                           | 111 General Fund           | 8,250,000                    |                                   | 1,000,000 |                      |               |               |               | 9,250,000           |
| <b>Total Project Cost</b>   |                                     |                            | 8,250,000                    | -                                 | 1,000,000 | -                    | -             | -             | -             | 9,250,000           |
| <b>3)Navigation Center</b> - Acquisition/ Construction Management/Design of Navigation Center (Public Facilities)<br>Rehabilitation and Tenant Improvements abatememt of Navigation Center  | CP1350000                           | 260 Navigation Center Fund | 6,045,000                    | 955,000                           |           |                      |               |               |               | 7,000,000           |
|   |                                     | 260 Navigation Center Fund |                              |                                   | 5,300,000 |                      |               |               |               | 5,300,000           |
| <b>Total Project Cost</b>   |                                     |                            | 6,045,000                    | 955,000                           | 5,300,000 | -                    | -             | -             | -             | 12,300,000          |
| <b>4) Caltrans Cooperative Fencing Project</b>  | GT1366000                           | 242 Federal Grants         |                              |                                   | 600,000   |                      |               |               |               | 600,000             |
| <b>Total Project Cost</b>   |                                     |                            | -                            | -                                 | 600,000   | -                    | -             | -             | -             | 600,000             |
| <b>5) HOME PI Affordable Housing Project</b><br>Estimated total cost \$50,000   | GT1101160                           | 249 HOME Grant             | 50,000                       |                                   | 50,000    | 50,000               | 50,000        | 50,000        | 50,000        | 300,000             |
| <b>Total Project Cost</b>   |                                     |                            | 50,000                       | -                                 | 50,000    | 50,000               | 50,000        | 50,000        | 50,000        | 300,000             |

FIVE-YEAR CAPITAL IMPROVEMENT PLAN  
(CONTINUED)

|   | Project /<br>JL Key | Fund | Prior Years<br>Project Costs | FY 2023-24                        |           | FY<br>2024-25        | FY<br>2025-26 | FY<br>2026-27 | FY<br>2027-28 | Total Project Costs |
|---|---------------------|------|------------------------------|-----------------------------------|-----------|----------------------|---------------|---------------|---------------|---------------------|
|   |                     |      |                              | Estimated<br>Carryover<br>Funding | Budget    | Estimated<br>Funding |               |               |               |                     |
| 6) HOME PI Admin Acquisition/Rehabilitation Project | GT1101142           | 249  | HOME Grant                   | 5,000                             | 5,000     | 5,000                | 5,000         | 5,000         | 5,000         | 30,000              |
| Total Project Cost                                  |                     |      |                              | 5,000                             | -         | 5,000                | 5,000         | 5,000         | 5,000         | 30,000              |
| Total Community & Economic Development Improvements |                     |      |                              | 14,427,000                        | 1,096,000 | 8,234,867            | 55,000        | 55,000        | 55,000        | 23,977,867          |

|  |           |     |                  |   |         |         |   |   |   |         |
|--|-----------|-----|------------------|---|---------|---------|---|---|---|---------|
| Facility Improvements  |           |     |                  |   |         |         |   |   |   |         |
| 1) SB 1383 - City Facilities Trash Enclosure Improvements  | TBD       | 660 | Refuse           |   | 200,000 |         |   |   |   | 200,000 |
| The Project will assess various City Facilities' existing trash enclosures and add enclosure capacity based on projected waste disposal and required recycling and organics recycling bins at each facility.     |           |     |                  |   |         |         |   |   |   | -       |
| Total Project Cost   |           |     |                  | - | -       | 200,000 | - | - | - | 200,000 |
| 2) Fleet Electrification Infrastructure Planning & Design  | CP1332000 | 702 | Fleet Management |   | 100,000 |         |   |   |   | 100,000 |
| To comply with state law requiring all municipal fleets to transition to electric vehicles, the City will hire a consultant for assessment, planning, and/or design for EV infrastructure at the Municipal Yard. |           |     |                  |   |         |         |   |   |   | -       |
| Total Project Cost   |           |     |                  | - | -       | 100,000 | - | - | - | 100,000 |
| Total Facilities Improvements  |           |     |                  | - | -       | 300,000 | - | - | - | 300,000 |

|  |           |     |                   |           |           |            |            |           |           |            |
|--|-----------|-----|-------------------|-----------|-----------|------------|------------|-----------|-----------|------------|
| Water Improvements   |           |     |                   |           |           |            |            |           |           |            |
| 1) Magnolia Reservoirs and Booster Pump Station Project                    | CP1205000 | 602 | Water             | 3,805,972 | 800,000   |            |            |           |           | 4,605,972  |
| 2) SCADA Implementation Project  | CP1268000 | 602 | Water             | 1,903,645 | 436,956   | 400,000    | 1,505,000  | 800,000   | 1,500,000 | 6,545,601  |
| 3) SCADA -FP2 Pressure Monitoring Improvements                             | CP1268000 | 602 | Water             |           |           | 419,180    |            |           |           | 419,180    |
| 4) SCADA - HP4-5 SCADA - Trask & Westhaven                                 | CP1268010 | 602 | Water             |           |           | 650,000    |            |           |           | 650,000    |
| 5) SCADA - HP1-3 SCADA - Mag, Lampson, & WGG                               | CP1268288 | 602 | Water             |           |           | 900,000    |            |           |           | 900,000    |
| 6) Water Improvement Project Woodbury Rd and Taft St                       | CP1378000 | 602 | Water             |           |           | 1,200,000  |            |           |           | 1,200,000  |
| 8) Water Improvement Project - Chapman Ave and Dale St (~10,000 ft)        | CP1361000 | 602 | Water             |           |           | 5,000,000  |            |           |           | 5,000,000  |
| 9) Well 19 Construction  |           | 602 | Water             |           |           | 2,200,000  |            |           |           | 2,200,000  |
| 10) Water Improvement Project - Woodbury Ave & Anabel Ave (~3,500 ft)      |           | 602 | Water             | -         |           | 1,680,000  |            |           |           | 1,680,000  |
| 11) Water Main Replacement (2 miles each year)                             |           | 602 | Water             |           |           |            | 2,084,000  | 4,000,000 | 4,000,000 | 10,084,000 |
| 12) Design and Construction of Lampson and Trask Reservoirs Rehabilitation | CP1328000 | 602 | Water             | 108,775   | 830,000   | 3,000,000  | 3,000,000  |           |           | 6,938,775  |
| 13) Water Transmission Line Study  | CP1377000 | 602 | Water             |           |           | 100,000    |            |           |           | 100,000    |
| 14) Water Main Replacement (services, hydrants, meters, valves, etc.)      | CP1199000 | 603 | Water Replacement |           | 3,807,227 | 3,500,000  | 3,500,000  | 3,500,000 | 3,500,000 | 17,807,227 |
| Total Water Improvements   |           |     |                   | 5,818,392 | 436,956   | 15,786,407 | 10,205,000 | 9,384,000 | 9,000,000 | 58,130,755 |

FIVE-YEAR CAPITAL IMPROVEMENT PLAN  
(CONTINUED)

|  | Project /<br>JL Key | Fund | Prior Years<br>Project Costs | FY 2023-24                        |            | FY<br>2024-25        | FY<br>2025-26 | FY<br>2026-27 | FY<br>2027-28 | Total Project Costs |             |
|--|---------------------|------|------------------------------|-----------------------------------|------------|----------------------|---------------|---------------|---------------|---------------------|-------------|
|  |                     |      |                              | Estimated<br>Carryover<br>Funding | Budget     | Estimated<br>Funding |               |               |               |                     |             |
| Sewer Improvements   |                     |      |                              |                                   |            |                      |               |               |               |                     |             |
| 1) Sewer Improvement Project - Lampson and Springdale (~1400 ft)               | CP1310000           | 631  | Sewer                        | 74,960                            | 2,388,000  |                      |               |               |               | 2,462,960           |             |
| 2) Sewer Main Replacement Project 4 & Project 31 (Design & Construction)       | CP1329000           | 631  | Sewer                        | 63,409                            | 2,380,000  | 1,000,000            |               |               |               | 3,443,409           |             |
| 3) Sewer SCADA Upgrade   | CP1268000           | 631  | Sewer                        | 344,264                           | 720,000    |                      |               |               |               | 1,064,264           |             |
| 4) Sewer Rehab Phase II - Sewer Main Replacement - Project 1 & Project 48 & 47 | CP1363000           | 631  | Sewer                        |                                   | 500,000    | 2,500,000            |               |               |               | 3,000,000           |             |
| 5) Sewer Rehab Phase II - Main Lining and Spot Repair Project 2                | CP1364000           | 631  | Sewer                        |                                   | 500,000    | 2,500,000            |               |               |               | 3,000,000           |             |
| 6) Sewer Main Lining and Spot Repairs Project 5 & 6                            | CP1330000           | 631  | Sewer                        | 109,933                           | 2,600,000  |                      |               |               |               | 2,709,933           |             |
| 7) Sewr Main Replacement Project 38 and 39 (Design & Construction)             | TBD                 | 631  | Sewer                        |                                   |            |                      | 260,000       | 1,000,000     |               | 1,260,000           |             |
| 8) Sewer Rehab Phase II - Sewer Main Replacement - projects                    | TBD                 | 631  | Sewer                        |                                   |            |                      | 2,500,000     | 3,000,000     |               | 5,500,000           |             |
| 9) Sewer Rehab Phase II - Main Lining and Spot Repair Projects                 | TBD                 | 631  | Sewer                        |                                   |            |                      | 2,000,000     | 2,000,000     | 2,000,000     | 6,000,000           |             |
| 10) Sewer Main Improvements  | TBD                 | 632  | Sewer Replacement            |                                   | 1,621,216  | 1,500,000            | 1,500,000     | 1,500,000     | 1,500,000     | 7,621,216           |             |
| Total Sewer Improvements   |                     |      |                              | 592,566                           | -          | 10,709,216           | 7,500,000     | 6,260,000     | 7,500,000     | 3,500,000           | 36,061,782  |
| Grand Totals   |                     |      |                              |                                   |            |                      |               |               |               |                     |             |
|  |                     |      |                              | 23,262,600                        | 20,410,098 | 67,739,512           | 30,175,059    | 26,415,917    | 27,027,334    | 21,571,484          | 216,602,005 |

**City of Garden Grove  
FY 2023-24 & FY 2024-25 Budgets  
Overnight Conferences, Training and Seminars**

**DEPARTMENT**

**POSITION**

**CONFERENCES:**

**City Manager**

ICMA Annual Conference  
New Laws & Elections/CCAC Annual Conference  
CAHA  
Finance Officers Meetings (4)  
HAASC  
HUD Training  
LOCC  
NAHRO/HUD

City Manager, Assistant City Manager  
City Clerk, Deputy City Clerk  
Housing Manager  
Housing Manager/ Housing Supervisor  
Housing Manager  
Housing Supervisor  
City Manager, Assistant City Manager  
Housing Manager, Housing Supervisor

**Community/Economic Development**

ALIS  
APA Conference  
CACEO Annual Conference  
CAL CASp Seminar/ Annual Summit  
CALED Annual Conference  
ICC Annual Conference  
ICSC RECon  
ICSC West Division  
NAHRO/HUD

Sr Proj Mgr, Project Mgr, Sr Program Specialist  
Director, Planning Mgr, Planning Staff  
Code Officers  
Bldg Official, Permit Ctr Supvsr, Plan Check Engr, Bldg Inspctr, Permit Tech  
Director, Sr Proj Mgr, Project Mgr, Sr Program Specialist  
Bldg Official, Permit Ctr Supvsr, Bldg Spvsr  
Director, Sr Proj Mgr, Project Mgr, Sr Program Specialist  
Director, Sr Proj Mgr, Project Mgr, Sr Program Specialist  
Neighborhood Improvement Manager

**Finance**

CALPERS  
CentralSquare User Conference  
CMRTA Annual Conference  
CSMFO  
PARMA  
PRIMA

Director, Acctg Mgr, Acctg Staff, Budget Mgr  
CentralSquare Administrators  
Bus Tax Spvsr, Bus Tax Inspctr, 2 Sr Acctg Specialists  
Director, Acctg Mgr, Acctg Staff, Budget Mgr, Budget Staff  
Director, Risk Mgmt Staff  
Director, Risk Mgmt Staff

**Human Resources**

CALPELRA Annual Conference  
PARMA

Director, Manager  
Manager

**Information Technology**

MISAC  
Rubyconf  
Central Square Users Conference  
RSA Conference  
Vue.js Conference

IT Director, IT Manager  
Sr IT Analyst  
IT Manager, Sr IT Analyst  
Sr IT Analyst  
Programmer

**Police**

IACP  
ICAC  
CAHN  
Cal Chiefs  
CALEA  
CHIA  
CNOA  
CRIA  
Crime Intel Analyst Assn  
OCCSA

Police Management Staff - TBD  
Sexual Assault Detectives  
Hostage Negotiators  
Police Chief  
CALEA Coordinator  
Homicide Detective  
SIU Officers  
Robbery Detectives  
Crime Analyst  
Police Chief

**Public Works**

LOCC  
State Humane Association  
AWWA/WEF Utility  
CWEA  
CRRRA  
SWA of North America  
WCISA  
Humane Pro

Public Works Director  
Animal Control Officers  
Managers, Supervisors, Analyst, Program Specialist  
Managers, Supervisors, Analyst, Program Specialist  
Sr. Program Specialist  
Sr. Program Specialist  
Supervisor, Sr. Lead  
Supervisor, Sr. Lead

**City of Garden Grove  
FY 2023-24 & FY 2024-25 Budgets  
Overnight Conferences, Training and Seminars**

**DEPARTMENT**

**POSITION**

**TRAINING AND SEMINARS:**

**City Manager's Office**

LOCC City Manager Training  
LOCC New Laws and Elections  
Finance/HUD  
HAMA/HUD

City Manager, Assisant City Manager  
City Clerk, Deputy City Clerk  
Housing Manager  
Housing Mgr, Housing Supervisor, Sr Housing Spec

**Community/Ecomonic Development**

AEP  
ALIS  
CALBO Leadership Academy  
CEQA & GIS  
CTI  
IAPMO  
NFPA  
OCVA Tourism Conferences  
Open Streets National Summit/CICLAVIA

Current Planners  
Sr Proj Mgr, Project Mgr, Sr Program Specialist  
Bldg Official, Permit Ctr Spvsvr, Bldg Supvsvr  
Current Planners  
Bldg. Inspector, Plans Examiner  
POA, Bldg Inspector, Permit Tech, Supervising Bldg Inspector  
Building Official, Bldg Inspector, Plan Check Engineer  
Sr Project Mgr, Project Mgr, Sr Program Specialist  
Director, Planning Manger, Sr. Planner

**Community Services**

CPRS  
NRPA

Director, Manager, Supervisor  
Director, Manager, Supervisor

**Finance**

CAPPO  
GFOA (Various Training)

Purchasing Mgr  
Acctg Mgr, Acctg Staff, Budget Mgr, Budget Staff

**Human Resources**

CalPERS Annual Educational Forum  
NEOGov Training  
PASMA Meetings

Director, Manager  
Principal Personnel Analyst  
Benefits Supervisor

**Information Technology**

CISSP Training  
ITIL Training

Sr IT Analyst  
IT Manager

**Police**

CaINENA  
CALRO  
CAPE  
CCPOA  
CVSA Training  
FARA  
Government Social Media Training  
LEIU  
Non-POST Training  
POST Reimbursable Classes  
Spillman Users Conference  
SWAT Training

Communications Mgr, Comm Supervisors  
Resort Unit Officer, Intel Officer  
Property & Evidence CSOs  
Crime Prevention CSOs  
Background Investigators  
Ordinance Coordinator  
PD Social Media Coordinator  
Lieutenant, Intel Officer  
Officers & Civilians  
Officers & Civilians  
Spillman Administrators  
SWAT Team

**Public Works**

ISA/TRAQ  
San Diego Humane Law Academy

Supervisor, Sr. Lead  
Supervisor



**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

|          |   |        |                |
|----------|---|--------|----------------|
| To:      | Lisa L. Kim   | From:  | Teresa Pomeroy |
| Dept.:   | City Manager  | Dept.: | City Clerk     |
| Subject: | Appointments to the Planning Commission to fill two vacancies. ( <i>Action Item</i> ) |        |                |
|          |   | Date:  | 6/13/2023      |

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**OBJECTIVE**

For the Mayor, with City Council approval, to appoint commissioners to fill two vacancies on the Planning Commission.

**BACKGROUND**

At the March 14, 2023, City Council Meeting, Ms. Daisy Perez and Mr. Matthew Montano were appointed to the Planning Commission. However both Commissioners resigned soon after being appointed, and at the meeting held on May 9, 2023, the City Council accepted their resignations.

**DISCUSSION**

Pursuant to Municipal Code 2.21.013 and Government Code 54974(a), when an unscheduled vacancy occurs whether due to resignation, removal, or other cause, a special vacancy notice shall be posted and published in a local newspaper, within 20 days after the vacancy occurs. A final appointment to the board, committee, or commission to fill the vacancy shall not be made for at least ten working days after posting of the notice. The attached vacancy notice was published and posted by the City Clerk's Office on Friday, May 12, 2023, and also attached is a list of applicants for consideration.

**FINANCIAL IMPACT**

The appointment of commissioners on the Planning Commission does not have a financial impact to the City. The Commission Vacancy notice was advertised in the Orange County News, a locally adjudicated newspaper, at a publishing cost of \$130.00. Legal advertising costs were included in the City's operating budget.

**RECOMMENDATION**

It is recommended that the Mayor, with City Council approval, appoint two Planning Commissioners to continue the terms for Ms. Daisy Perez and Mr. Matthew Montano.

**ATTACHMENTS:**

| <b>Description</b>                 | <b>Upload Date</b> | <b>Type</b>     | <b>File Name</b>  |
|------------------------------------|--------------------|-----------------|---|
| Legal Notice                       | 6/5/2023           | Backup Material | Vacancy_Notice_(May_23)_Planning_Commission_Affidvit_of_Publication_OCN_GG_130937.pdf |
| Planning Commission Applicant List | 6/8/2023           | Backup Material | Garden_Grove_Planning_Commission_Applicants_List_(1).pdf                              |

AFFP

130937 Vacancy Notice Planning

## Affidavit of Publication

STATE OF CALIFORNIA }  
COUNTY OF ORANGE } SS

I am a citizen of the United States; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principle clerk of the printer of ORANGE COUNTY NEWS, a newspaper of general circulation, published ONCE WEEKLY in the city of GARDEN GROVE, County of ORANGE, which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of ORANGE, State of California under the date of March 20, 1964, Case Number A-31502; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

May 12, 2023

That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Orange County News--

Subscribed to and sworn by me this 12th day of May 2023.

CITY OF GARDEN GROVE

PLANNING COMMISSION VACANCY NOTICE

Pursuant to Garden Grove Municipal Code Section 2.21.013, notice is hereby given that the Planning Commission has two unscheduled vacancies with the term expiring December 2024. Information and a Commission application can be obtained by accessing the City's website at: [www.ggcity.org](http://www.ggcity.org) or by visiting the City Clerk's Office, City Hall, 11222 Acacia Parkway, Garden Grove, California, or by calling (714) 741-5040.

Commissioners are non-compensated volunteers. The Planning Commission consists of seven members who are electors residing in Garden Grove. The current vacancies are to complete the term held by Commissioners Daisy Perez and Matthew Montano. Planning Commission meetings are regularly scheduled on the 1st and 3rd Thursday of each month at 7:00 p.m., and are held in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

/s/ TERESA POMEROY, CMC  
City Clerk

Date: May 10, 2023  
Publish: May 12, 2023  
Orange County News 5/12/2023-130937

00007270 00130937

75 LEGAL  
OCN-CITY OF GARDEN GROVE  
P.O. BOX 3070  
GARDEN GROVE, CA 92842

## **Garden Grove Planning Commission Applicants**

Aimee McAfee  
Alejandra Colon  
Andrew Nguyen  
Calvin Van  
Christian Jose Lopez  
Dale Gilbert  
Duy Nguyen  
Fernando Cueva  
James Webb  
Joel Silverthorn  
Linda Le  
Linda Zamora  
Minh-Tri Vu Ngoc  
Tran Ramiro  
Landeros Reza  
Geramy Roger  
Flanders  
Roger Matsunaga  
Tonya Martin  
Vincent Arzaga

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

|          |  |        |               |
|----------|--|--------|---------------|
| To:      | Lisa L. Kim  | From:  | Patricia Song |
| Dept.:   | City Manager   | Dept.: | Finance       |
| Subject: | Introduction and first reading Date: 6/13/2023<br>of an ordinance to adopt<br>the Paramedic Tax Override<br>Rate for Fiscal Year 2023-24 |        |               |

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**OBJECTIVE**

For the City Council to introduce an ordinance to adopt the Paramedic Tax Override Rate for Fiscal Year 2023-24.

**BACKGROUND**

In June 1974, Garden Grove voters approved a property tax increase (override) to pay for emergency paramedic services. The approved ballot measure established a property tax specifically to pay for a "mobile intensive care program," or paramedic services, in an amount not to exceed 10 cents per \$100 of assessed valuation. The mobile intensive care program (paramedic services) can be provided to the Community by the City or on a regional basis.

City Council Resolution No. 4547-74, which authorized the ballot measure, stated the specific purpose for which the property tax was imposed; namely, to provide for (1) an emergency medical care system with a response time of five minutes; (2) to pay salaries; and (3) to purchase and maintain vehicles, radio, telemetry and intensive care equipment, and all necessary supplies.

The current tax rate of 8 cents (\$0.08) per one hundred dollars (\$100.00) of the assessed valuation was adopted by the City Council in June 2017.

**DISCUSSION**

In order for the City to continue to provide paramedic emergency medical care services, it is necessary to generate revenue through the use of an ad valorem tax override on the taxable property within the City limits. The proposed tax override rate is 8 cents (\$0.08) per one hundred dollars (\$100.00) of the assessed valuation. This rate has been unchanged since 2017.

**FINANCIAL IMPACT**

The tax override, as approved by the City Council, is 8 cents (\$0.08) per one hundred dollars (\$100.00) of the assessed valuation. This will raise approximately \$14.9 million in revenue, which will be used to pay for emergency medical services.

### **RECOMMENDATION**

It is recommended that the City Council:

- Introduce and conduct the first reading of the attached ordinance authorizing a property tax override of 8 cents (\$0.08) per one hundred dollars (\$100.00) of the assessed value for Fiscal Year 2023-24 for paramedic emergency medical care services.

### **ATTACHMENTS:**

| <b>Description</b>                                      | <b>Upload Date</b> | <b>Type</b> | <b>File Name</b>   |
|---|--------------------|-------------|--|
| Fiscal Year 2023-24<br>Paramedic Tax Override Ordinance | 6/2/2023           | Ordinance   | Fiscal_Year_2023-<br>24_Paramedic_Tax_Override_Ordinance.pdf |

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE  
ESTABLISHING THE AMOUNT OF MONEY FOR PARAMEDIC SERVICES THAT MUST BE  
RAISED BY AN AD VALOREM TAX OVERRIDE AND THE SETTING OF THE TAX RATE  
OF SAID OVERRIDE

**City Attorney's Summary**

*City Council Resolution No. 4547-74 submitted to the voters for approval an ad valorem tax for paramedic services in an amount not to exceed 10¢ per \$100 of assessed valuation. The measure was approved by the voters in June 1974. State law requires that the City Council set the annual levy of the tax by ordinance or resolution. This Ordinance sets the levy of the tax at 8¢ per \$100 of assessed valuation for FY 2023-2024.*

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES ORDAIN AS FOLLOWS:

SECTION 1: In June 1974, over sixty percent (60%) of the Garden Grove voters approved an ad valorem tax override to provide emergency medical care service (Paramedic Services) to the community, whether it be provided by the City of Garden Grove or on a regional basis, and thereby incurring a debt consisting of personnel and equipment and contractual payment obligations for the provision of Paramedic Services.

SECTION 2: Property taxes for indebtedness approved by the voters prior to July 1, 1978, are authorized pursuant to Section 93 of the Revenue and Taxation Code.

SECTION 3: The City Council of the City of Garden Grove hereby declares it is necessary to raise an estimated \$14,900,000 through the use of an ad valorem tax override on the taxable property within the City of Garden Grove to maintain and pay for the emergency medical care services. Such indebtedness to be paid includes personnel salaries, training costs, equipment, maintenance of all equipment acquired, and contractual obligations for the provision of paramedic services to the community.

SECTION 4: The tax rate for the authorized ad valorem tax override as approved by voters of all assessable real and personal property for the Fiscal Year 2023-2024 shall be 8.0 cents (\$.080) per one-hundred dollars (\$100) of assessed valuation, using as a basis the value of the property as assessed and equalized by the County of Orange, State of California, and shown on the 2023-2024 assessment roll of said county.

SECTION 5: This ordinance shall exclude from Section 4 annexations of assessable, real and personal property to the City of Garden Grove after July 1, 1978, indicated by the listing on the attached document designated Exhibit "A".

SECTION 6: Severability. If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words, or portions thereof be declared invalid or unconstitutional.

SECTION 7: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law.



EXHIBIT "A"

Listed Annexations Finalized after July 1, 1978 and  
Not Subject to Paramedic Tax Override

| Annexation No./<br>Reorganization No. | City Resolution No. | Date Completed    |
|---------------------------------------|---------------------|-------------------|
| 1-78                                  | 5573-78             | August 8, 1978    |
| 2-78                                  | 5634-78             | October 24, 1978  |
| 3-78                                  | 5637-78             | November 28, 1978 |
| 4-78                                  | 5670-78             | November 30, 1978 |
| 5-78                                  | 5671-78             | November 30, 1978 |
| 7-78                                  | 5731-79             | March 30, 1979    |
| 1-79                                  | 5813-79             | July 30, 1979     |
| 141                                   | 7875-96             | May 29, 1996      |

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Lisa L. Kim From: William E. Murray

Dept.: City Manager Dept.: Public Works

Subject: Award a contract to RJ Noble Date: 6/13/2023  
Company to provide  
material, equipment, and  
labor for Residential Streets  
Rehabilitation 2023, City  
Project No. CP1362023.  
(Cost: \$1,213,545) (*Action  
Item*)

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**OBJECTIVE**

For City Council to award a contract to RJ Noble Company for Residential Streets Rehabilitation Project 2023, for the following street segments: Marchand Ave from Orangewood Ave to end; Portia Cir from Marchand Ave to end; Desmond St from Marchand Ave to Orangewood Ave; Shelley Dr from Magnolia St to Ardis Dr; Faun Ln from Tristan Dr to Shelley Dr; Clover Ln from Tristan Dr to Shelley Dr; Ardis Dr from Tristan Dr to Shelley Dr; Tristan Dr from Magnolia St to Ardis Dr; Ferris Ln from Ardis Dr to Loreleen St; Timothy Ln from Magnolia St to end; Marylee Dr from Magnolia St to Timothy Ln; Loreleen St from Chapman Ave to end; Florence Ln from Loreleen St to end; Cellini Ave from Loreleen St to Gilbert St; Shannon Ave from cul de sac to Gilbert St; Skylark Blvd from cul de sac to Gilbert St.; and four alleyways within the bounds of the project.

**BACKGROUND**

Each street will be addressed with different rehabilitation measures to properly manage the unique circumstances and will involve some or most of the following elements: cold milling, slurry seal, asphalt paving, adjustment of utility covers to finish grade, catch basin inlet screens, restoration of traffic striping, signing, pavement marking and markers, and reestablishment of centerline ties and monuments.

**DISCUSSION**

Staff solicited bids for this project pursuant to Municipal Code Section 2.52.010. Four (4) qualified bids were received at the City Clerk's office by 11:00 a.m. on May 17, 2023. The lowest qualified contractor was RJ Noble Co., with a total bid of

\$1,213,545. This bid amount 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:

|                                   |                  |
|-----------------------------------|------------------|
| Award contract                    | June 13, 2023    |
| Begin construction (estimated)    | July 10, 2023    |
| Complete construction (estimated) | October 16, 2023 |

#### FINANCIAL IMPACT

The Residential Streets Rehabilitation Project 2023 is included in the Fiscal Year 2022-23 adopted Capital Improvement Plan budget and is funded by Community Development Block Grant (CDBG), and Gas Tax Funds. No additional appropriation is needed to approve the contract.

#### RECOMMENDATION

It is recommended that the City Council:

- Award a contract to RJ Noble, Co., in the amount of \$1,213,545 for Residential Streets Rehabilitation Project 2023, for the following street segments: Marchand Ave from Orangewood Ave to end; Portia Cir from Marchand Ave to end; Desmond St from Marchand Ave to Orangewood Ave; Shelley Dr from Magnolia St to Ardis Dr; Faun Ln from Tristan Dr to Shelley Dr; Clover Ln from Tristan Dr to Shelley Dr; Ardis Dr from Tristan Dr to Shelley Dr; Tristan Dr from Magnolia St to Ardis Dr; Ferris Ln from Ardis Dr to Loreleen St; Timothy Ln from Magnolia St to end; Marylee Dr from Magnolia St to Timothy Ln; Loreleen St from Chapman Ave to end; Florence Ln from Loreleen St to end; Cellini Ave from Loreleen St to Gilbert St; Shannon Ave from cul de sac to Gilbert St; Skylark Blvd from cul de sac to Gilbert St.; and four alleyways within the bounds of the project; and
- Authorize the City Manager, or her designee, to execute the contract with RJ Noble Company, and make minor modifications as appropriate thereto, on behalf of the City.

By: Nick Hseih, Associate Engineer

#### ATTACHMENTS:

| Description            | Upload Date | Type            | File Name                                     |
|------------------------|-------------|-----------------|---|
| Bid Summary            | 5/24/2023   | Backup Material | 1_Bid_Summary.pdf                             |
| Construction Agreement | 5/24/2023   | Agreement       | 2_Construction_Agreement.pdf                  |
| Project Street Map     | 5/25/2023   | Backup Material | Street_Map_FY23-24_CDBG_Residential_Rehab.pdf |

**ATTACHMENT 1**

***CITY OF GARDEN GROVE  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION***

**BID SUMMARY SHEET**

**FOR**

**RESIDENTIAL STREETS REHABILITATION 2023**

***BID OPENING: DATE: MAY 17, 2023***

***TIME: 11:00 A.M.***

***ENGINEER'S ESTIMATE: \$ 1,222,850.00***

| <i>Bidder's Name</i>      | <i>Total Bid</i> | <i>% Under/Over<br/>Engrs. Est</i> |
|---------------------------|------------------|------------------------------------|
| RJ NOBLE COMPANY          | \$1,213,545.00   | 0.76% Under                        |
| EXCEL PAVING COMPANY      | \$1,334,870.00   | 9.16% Over                         |
| HARDY & HARPER, INC.      | \$1,377,000.00   | 12.61% Over                        |
| ONYX PAVING COMPANY, INC. | \$1,441,000.00   | 17.84% Over                        |

**C O N S T R U C T I O N   A G R E E M E N T**

**RJ NOBLE COMPANY**

**THIS AGREEMENT** is made this 13<sup>TH</sup> day of June, **2023** by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY"), and **RJ NOBLE COMPANY** hereinafter referred to as ("CONTRACTOR").

CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **RESIDENTIAL STREETS REHABILITATION 2023, CITY PROJECT NO. CP 1362023**.

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 RESIDENTIAL STREETS REHABILITATION 2023, 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.

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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 CITY's 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 ***Dollars \$ One Million, Two Hundred Thirteen, Five Hundred and Forty Five Dollars and Zero Cents (\$ 1,213,545.00)***, as set forth in the Contract Documents, to be paid as provided in this Agreement.

### **4. COMMENCEMENT OF PROJECT**

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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 **Seventy (70) 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 claims for labor and materials furnished. Bonds submitted on any form other than the CITY's form will be rejected. The

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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, therefore, agreed that CONTRACTOR will pay to CITY, as liquidated damages and not as a penalty, the sum of **Thirty Five Hundred Dollars (\$ 3,500.00 )** 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. For projects on the National Highway System (NHS), the local formula for liquidated damages will be provided.



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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 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

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(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 I (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 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,

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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.

### **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

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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).

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

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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):

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|---|---|
| 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<br>(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."

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

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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 1781, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1781, 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.

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).

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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.

### **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.



## **SECTION 5 – AGREEMENT**

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: Raul Leyva  
13802 Newhope Street  
Garden Grove, CA 92843  
(714) 741-5385 Phone  
(714) 741-5419 Fax

**TO CONTRACTOR:**

RJ Noble Company  
Attention: Jacob Breedlove  
15505 E. Lincoln Ave.  
Orange, CA 92862  
(714) 637-1550 Phone  
(714) 637-6321 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.

### **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

## **SECTION 5 – AGREEMENT**

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 CITY's 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.

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.

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. **Selection of Labor:** During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract, 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000, 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### **IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway, 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt, 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### **1. Minimum wages (29 CFR 5.5)**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.



(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

### 2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

### 4. Apprentices and trainees (29 CFR 5.5)

#### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

#### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.



### d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV, 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

### 10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

### VI. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

### VI. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-Aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

#### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general 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 recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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### 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default, 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

### 3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract), "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration, 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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### XL CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

### XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**SECTION 5 – AGREEMENT**

**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"**  
**RJ NOBLE COMPANY**

CONTRACTOR'S State License No. 782908 Class A & C12

(Expiration Date: 8/31/2024)

CONTRACTOR'S DIR No. 1000004235

Expiration Date: 06/30/2025

\_\_\_\_\_  
By: Jacob Breedlove

Title: Secretary

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

**APPROVED AS TO FORM:**

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

Date: 5-23-2023

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required.

## **EXHIBIT A**

(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

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### **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 advise 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 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)(l)(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 5.12.

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 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 1010, Title 18, 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-

11. 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 sub paragraph (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 B**

### **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 an 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.

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.
  - 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.
- l. 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.

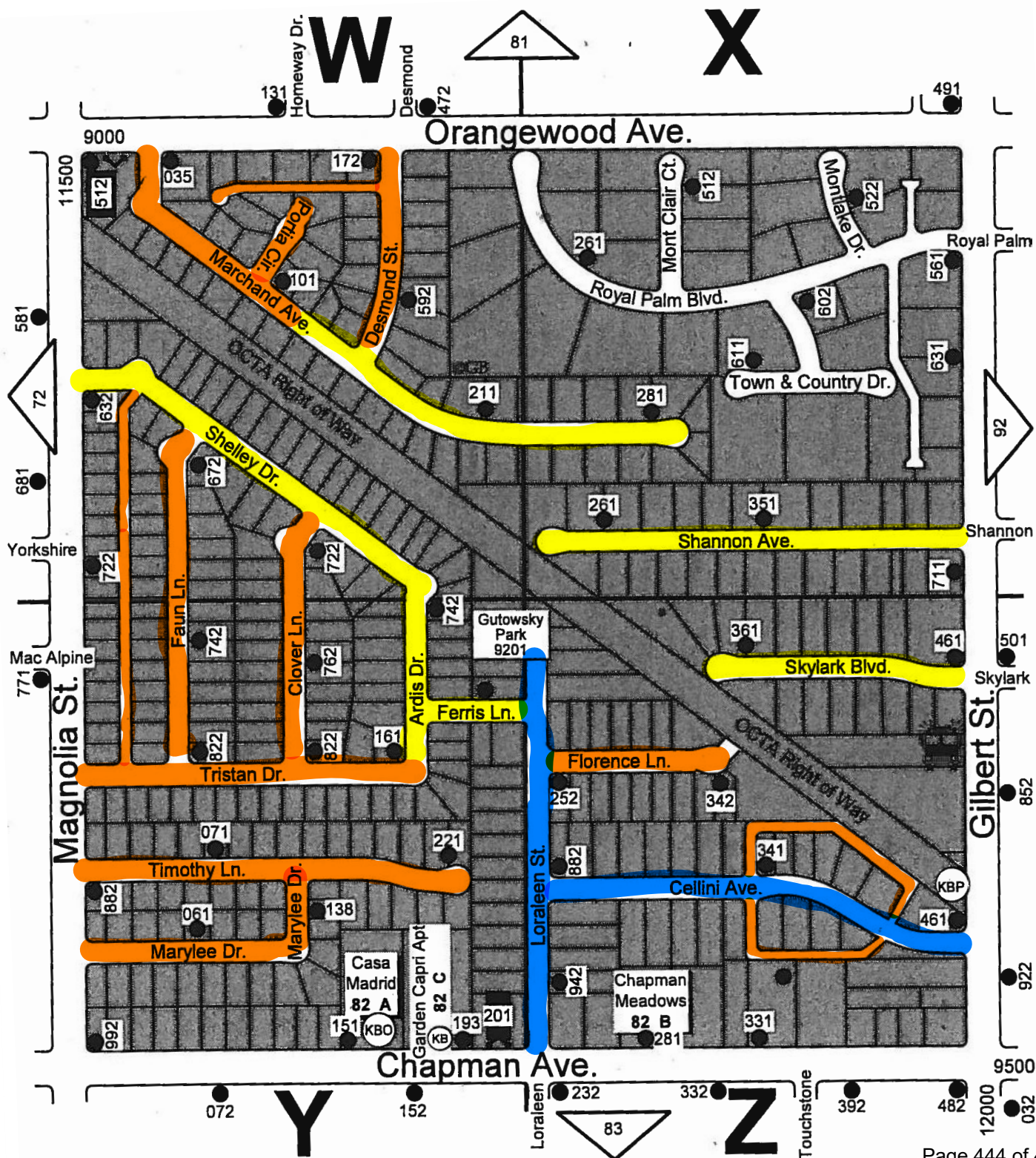


13. The Contractor must designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records must at least include 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).

# 2023/24 CDBG RESIDENTIAL REHABILITATION PROJECT

## LEGEND

- 2" MILL AND FILL (2" ARHM)
- 4" MILL AND FILL (2" ARHM/2" AC BASE)
- SLURRY TYPE II WITH FIBERS



**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

|          |   |        |                                    |
|----------|---|--------|------------------------------------|
| To:      | Lisa L. Kim   | From:  | Craig Beck                         |
| Dept.:   | City Manager  | Dept.: | Community and Economic Development |
| Subject: | Update on the Civic Center Revitalization Project as requested by City Manager Kim. | Date:  | 6/13/2023                          |

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**OBJECTIVE**

To provide an update to the City Council on the Civic Center Revitalization Project.

**BACKGROUND**

In July 2019, the City Council authorized a comprehensive space and needs assessment of the police facilities by Dewberry to address current and future needs of the Garden Grove Police Department (GGPD). Findings of the report identified deficiencies in the existing GGPD facilities and insufficient spacing available for building, parking, and site needs to accommodate current and future demands of the public safety operations. It further concluded the current police facilities campus are all undersized and poorly configured. The final Dewberry Report was presented to the City Council at the January 28, 2020 meeting.

In February 2022, an extensive Request for Proposal process was undertaken to assemble a P3 (Public Private Partnership) financial advisory team to analyze a P3 structure for a new Public Safety Facility. The Scope of Work provided for a multi-phase procurement strategy to evaluate the potential cost implications and project delivery options for a new Public Safety Facility, a parking structure and a re-visioning of Civic Center Park.

Due to the complexity of a P3 structure, the City Council authorized Phase 1 work in July 2022, which focused on an initial project financial and feasibility analysis for the future Public Safety Facility. The consultant team led by Project Finance Advisory, Limited (PFAL) was selected to perform this analysis. Concurrently, Placeworks was retained to facilitate community engagement and outreach. Additional information is available on the City's website at [ggcity.org/civic-center](http://ggcity.org/civic-center).

As part of Phase 1, the team completed the following tasks:

- **Goals, Values, and Criteria.** Goals and values identified. Community input

received through community engagement and outreach.

- **Program Validation.** Validated program needs identified in the 2020 Dewberry Report for an 87,000 square foot Public Safety Facility and a 448-space parking structure.
- **Site Location.** Location (southeast corner of Civic Center Campus) of new Public Safety Facility determined.
- **Site Massing.** Developed site massing layout for new Public Safety Facility at northeast corner of Euclid Street and Acacia Parkway, with new parking structure and new Civic Center Park.
- **Preliminary Costs.** The feasibility analysis estimated a preliminary project budget to be approximately \$108 million for construction of the new Public Safety Facility, a parking structure, and a new Civic Center Park.
- **Delivery Method.** Based on the feasibility analysis conducted, it was recommended that the City Council advance the Design-Build-Finance (DBF) option.

In January 2023, the City Council directed Staff to continue advancing the Civic Center Revitalization Project and authorized Phase 2 tasks to:

- **Request for Qualifications (RFQ).** Develop an RFQ to determine selection of a Preferred Developer and support the City through a progressive process to finalize a design, build, finance agreement with the selected developer.
- **Community Engagement and Outreach.** Continue community and stakeholder engagement and public outreach.
- **CEQA.** Initiate work for the environmental analysis of the Civic Center Revitalization Project for the preparation of CEQA (California Environmental Quality Act) compliance documents.

## DISCUSSION

Staff has completed and/or advanced various Phase 2 tasks. The following is a summary of the current status of each task:

- **Initiate CEQA.** Project Description finalized. Technical studies commenced.
- **RFI/Market Sounding.** Request for Information (RFI) and market sounding completed. Summary of RFI responses and feedback received posted online at project website.
- **Refine Evaluation Criteria.** Evaluation criteria under development. Qualifications based selection on prior experience with projects of similar scope and scale.
- **Prepare RFQ.** Working group kick-off meetings completed. Document outline completed. Site tours underway. Design/performance specifications ready for City Staff review.
- **Finalize Funding Plan.** General fund revenue to pay debt service on new facilities. Obtaining legal input on funding plan. Determining inducement resolution timing.
- **Community Engagement and Outreach.** Outreach plan complete. Branding/marketing underway. Facts sheet complete. New project logo. Upcoming City event centered community engagement.

City Staff, with the PFAL and Placeworks teams, are continuing to work together to advance the Civic Center Revitalization Project. At upcoming City events (e.g., Concerts in the Park, Movies in the Park, Garden Grove Police Department National Night Out), the City will have informational booths to engage with the community, garner feedback, and create awareness of the project. The project website ([ggcity.org/civic-center](http://ggcity.org/civic-center)) and the City's various social media platforms will continue to be maintained with regular updates, educational information, flyers, and news on the project to allow the community to stay connected and informed. In the upcoming months, the City intends to release the RFQ and commence the developer selection process.

#### FINANCIAL IMPACT

There is no financial impact as this report is for informational purposes and no action is required.

#### RECOMMENDATION

This report is for informational purposes and no action is required by the City Council.

By: Chris Chung, Senior Planner