AGENDA

Garden Grove Housing Authority



Tuesday, May 23, 2023

6:30 PM

Community Meeting Center 11300 Stanford Avenue Garden Grove California 92840 George S. Brietigam Chair Kim B. Nguyen Vice Chair **Carol Beckles** Commissioner Joe DoVinh Commissioner **Steve Jones** Commissioner Stephanie Klopfenstein Commissioner Tan Nguyen Commissioner John R. O'Neill Commissioner **Cindy Tran** Commissioner

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.

<u>Agenda Item Descriptions</u>: 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.

<u>Manner of Addressing the City Council</u>: 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.

<u>Time Limitation</u>: 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

Open Session

6:30 PM

ROLL CALL: COMMISSIONER BECKLES, COMMISSIONER DOVINH, COMMISSIONER JONES, COMMISSIONER KLOPFENSTEIN, COMMISSIONER T. NGUYEN, COMMISSIONER O'NEILL, COMMISSIONER TRAN, VICE CHAIR K. NGUYEN, CHAIR BRIETIGAM

- 1. ORAL COMMUNICATIONS
- 2. <u>CONSENTITEMS</u>

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

- 2.a. Award a contract to H.L. Miller, Inc., for Interior Office Improvement Project, 11277 Garden Grove No. 03-2023. (Cost: \$88,472.12) (*Joint Action Item with the City Council.*)
- 2.b. Receive and file the Housing Authority Status Report for April 2023. (*Action Item*)
- 2.c. Receive and file minutes from the meetings held on April 11, 2023, and April 25, 2023. (*Action Item*)

3. MATTERS FROM CHAIR, COMMISSIONERS AND DIRECTOR

4. <u>ADJOURNMENT</u>

The next Regular Housing Authority 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.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Craig Beck
Dept.:	Director/City Manager	Dept.:	Community and Economic Development
Subject:	Award a contract to H.L. Miller, Inc., for Interior Office Improvement Project, 11277 Garden Grove No. 03- 2023. (Cost: \$88,472.12) (Joint Action Item with the City Council.)	Date:	5/23/2023

<u>OBJECTIVE</u>

For the Housing Authority in a joint action with the City Council award a contract to H.L. Miller, Inc., for the construction of the Interior Office Improvement Project, 11277 Garden Grove No. 03-2023 (Project).

BACKGROUND

In July 2022, the City acquired a commercial building located at 11277 Garden Grove Blvd (the Building) as part of the Civic Center strategic plan and for the operations of various City services. The Housing Authority currently leases certain office space from an adjacent commercial building. As the lease term approaches to an end, the Housing Authority intends to relocate to the Building. Certain tenant improvements are necessary to accommodate the relocation. The proposed Project will improve an area on the west-end of the building that will be utilized exclusively by the Housing Authority. Improvements include demolition and removal of selective walls, construction of new offices, electrical, flooring, ceiling tiles, protective countertop and paint.

DISCUSSION

A notice inviting bids for tenant improvements was sent to licensed contractors generated from City procurement sources on April 13, 2023, and a mandatory job site meeting was scheduled for April 20, 2023. No bidders were present. After discussion with the City's Public Work's Facilities staff, the City decided to close the notice of inviting bids and contact a contractor from the City's bid list. City staff worked directly with H.L. Miller to formulate the scope of work and cost estimates, which meets the technical criteria for completing the work and is attached to the contract.

FINANCIAL IMPACT

The amount of the contract with H.L. Miller is \$88,472.12. Since the improvement is for the sole use of the Housing Authority, the contract will be funded by the Housing Authority administration budget. In the case that the amount exceeds the Housing Authority administration allowance, the General Fund shall subsidize for the balance.

RECOMMENDATION

It is recommended that the Housing Authority and the City Council:

- Approve the Award of Contract to H.L. Miller, Inc., in the amount of \$88,472.12, for the Interior Office Improvement Project, 11277 Garden Grove No. 03-2023 between the H.L. Miller, the City of Garden Grove and the Garden Grove Housing Authority;
- Authorize the Finance Director to create a new Capital Improvement Project (CIP) for the Housing Authority and appropriate \$88,472.12 from the Housing Authority's existing operating funds for the CIP. In the case that the Housing Authority's operating funds are insufficient to cover the entire Project cost, the Finance Director shall allocate the General Fund money to subsidize for the balance; and
- Authorize the City Manager/Director, or her designee, to execute the contract, and make minor modifications, on behalf of the City and the Housing Authority, as appropriate.
- By: Paul Guerrero, Sr. Real Property Agent

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Construction Contract	5/17/2023	Agreement	CityHousingH.LBuildersIncConstruction_Contract _Interior_Office_Improvements_Project_11277_Garden_Grove_No03- 2023.pdf

CONSTRUCTION CONTRACT

THIS CONTRACT is made this ______ day of May, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, referred to as ("CITY"), **GARDEN GROVE HOUSING AUTHORITY**, and **H.L. MILLER, INC.**, hereinafter referred to as ("CONTRACTOR").

RECITALS:

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

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- **4.0 Compensation.** CONTRACTOR shall be compensated as follows: Compensation under this Contract shall be a Not To Exceed (NTE) amount of Eighty Eight Thousand Four Hundred Seventy Two Dollars and 12/100 cents (\$88,472.12) payable in arrears and in accordance with Bid Proposal (Attachment "A"), which is attached and is hereby incorporated by reference. Payment for work under this Contract shall be made per invoice or request for work completed subject to Section 4.11 hereof. All work shall be in accordance with the Bid, Interior Office Improvement Project 11277 Garden Grove No. 03-2023 and the Plans and Specification. For work under this Contract, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Contract, a written authorization by CITY will be required, and payment shall be based on schedule included in Scope of Work (Attachment "A").
- **4.1** <u>**General Conditions.**</u> CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire Contract. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, Plans and Specifications, and Contractor's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

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

- **4.2** Materials and Labor. CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure of refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.
- **4.3 <u>Project</u>. The PROJECT is described as: CITY OF GARDEN GROVE INTERIOR OFFICE IMPROVEMENTS PROJECT 11277 GARDEN GROVE NO. 03-2023.**
- 4.4 <u>Plans and Specifications</u>. The work to be done is described in a set of detailed Plans and Specifications entitled: CITY OF GARDEN GROVE – INTERIOR OFFICE IMPROVEMENT PROJECT 11277 GARDEN GROVE NO. 03-2023.

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

- 4.5 <u>Time of Commencement and Completion</u>. CONTRACTOR agrees to commence the Project with fourteen (14) calendar days from the date set forth in the "Notice to Proceed" sent by CITY and shall diligently prosecute the work to completion within Thirty-Five (35) working days, excluding delays caused or authorized by the CITY as set forth in Sections 4.7, 4.8 and 4.9 hereof. The completion dates shall include any material delivery.
- **4.6** <u>**Time is of the Essence.**</u> Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other contractors, subcontractors and of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 4.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other states.

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

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

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

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

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

4.9 Changes in Project.

- **4.9.1** CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes: a. in the Specifications (including drawings and designs);
 - b. in the time, method or manner of performance of the work;
 - c. in the CITY-furnished facilities, equipment, materials, services or site; or
 - d. directing acceleration in the performance of the work.
- **4.9.2** A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the CITY which causes any change, provided CONTRACTOR gives the CITY written notice stating the date,

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

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

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

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

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

- **4.12 Substitution of Securities in Lieu of Retention of Funds.** Pursuant to California Public Contract Code Section 22300, the CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.
- **4.13** <u>**Completion**</u>. CITY may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier in connection with Stop Notices, which have been filed under the provisions of the statutes of the State of California.

4.14 Contractor's Employee Compensation.

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

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

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

4.14.6 <u>CONTRACTOR REGISTRATION; MAINTENANCE OF PAYROLL</u> <u>RECORDS; JOB SITE POSTING</u>

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

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

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

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

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

4.16 Insurance.

- **4.16.1** CONTRACTOR is also aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance with provisions of that Code and will comply with such provisions before commencing the performance of the work of this Contract.
- **4.16.2** CONTRACTOR and all subcontractors will carry and provide Workers' Compensation insurance for the protection of its employees during the progress of the work and provide Employers Liability in an amount not less than \$1,000,000. The insurer shall waive its rights of subrogation against the CITY, its officers, agents and employees and shall issue a certificate to the policy evidencing same.
- **4.16.3** For any claims related to this Contract, CONTRACTOR'S insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or

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

- **4.16.4** Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish certificates of insurance and endorsements evidencing the foregoing insurance coverage and such certificates of insurance and endorsements shall provide the name and policy number of each carrier and that the insurance is in force and will not be cancelled without 30 days written notice to the CITY. CONTRACTOR shall maintain all of the foregoing insurance in force until the work under this contract is satisfactorily and fully completed to the satisfaction of the CITY. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by Contractor under Section 4.17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company having a Best's Guide Rate of A-, Class VII or better (claims made and modified occurrence policies are not acceptable).
- **4.16.5** <u>COMMENCEMENT OF WORK</u>. CONTRACTOR shall not commence work under this Contract until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Contract shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance. Contractor shall also provide a waiver of subrogation for each policy.
- **4.16.6** <u>INSURANCE AMOUNTS</u>. CONTRACTOR and all subcontractors shall maintain the following insurance in the amount and type for the duration of this Contract:
 - (a) Commercial general liability in an amount not less than \$1,000,000 per occurrence, and not excluding XCU; (claims made and modified occurrence policies are <u>not</u> acceptable); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability in an amount not less than \$1,000,000 combined single limit; (claims made and modified occurrence policies are <u>not</u> acceptable); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

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

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

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

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

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

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

4.18 <u>Termination</u>.

- **4.18.1** This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Termination of contract shall conform to Section 8-1.11 of the State of California, Department of Transportation Standard Specifications.
- **4.18.2** If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred in accordance with section 8-1.11 of the State of California, Department of Transportation Standard Specifications.
- **4.18.3** Upon receipt of a termination action under paragraph (4.18.1) or (4.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.
- **4.18.4** Upon termination under paragraphs (4.18.1) and (4.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.
- **4.19 Warranty.** The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY'S designs, drawings and specifications.

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

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

- **4.20 Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, *each party shall be responsible for their own attorneys' fees, costs and necessary expenses*. If any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to all attorneys' fees, costs and necessary disbursements arising out of the defense or such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.
- **4.21 Notices.** Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing.
 - a. (Address of City is as follows): City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92840 Real Property Division Real Property Agent

(with a copy to): Garden Grove City Attorney 11222 Acacia Parkway Garden Grove, CA 92840

 b. (Address of CONTRACTOR is as follows): H.L. Miller, Inc. Attention: Dan Buckley 2201 East Winston Road, Unit I Anaheim, CA 92806

4.22 <u>Appropriations</u>. This Contract is subject to and contingent upon funds being appropriated therefor by the CITY for each fiscal year covered by the term of this Contract. If such appropriations are not made, this Contract shall automatically terminate without penalty to the CITY OF GARDEN GROVE.

\ \ \ \

[AGREEMENT SIGNATURE BLOCK ON NEXT PAGE]

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

Date: _____

"CITY" CITY OF GARDEN GROVE

By:___

ATTESTED:

Lisa L. Kim, City Manager/Director

City Clerk

Date: _____

"CONTRACTOR" H.L. Miller, Inc.

Ву:
Name:
Title:
Date:
Tax ID No.:
DIR Registration No.:
Expiration Date:
Contractor's Classification:
Contractor's License:
Expiration Date:
If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to the CITY.

APPROVED AS TO FORM:

Garden Grove City Attorney

ATTACHMENT "A" CONTRACTOR'S PROPOSAL

H.L. MILLER

Incorporated



Date	Proposal #
5/12/2023	2839

A General Construction Company

2201 E. Winston Road, Unit I, Anaheim, CA 92806 Phone: (714) 998-8699 / Email: hlmcinc@aol.com

Name / Address	
City of Garden Grove CA Attn: Paul Guerro	

Description	Total
IOB SITE: 11277 Garden Grove Blvd SCOPE OF WORK: Provide labor and materials to do the following work, based off the job walks and cor drawings provided by the City. a) Demo and Haul away approx 60 st of floor tile. In the lobby area, Remove four wa open area behind the lobby approx.14'x 9', 10' x 9', 7' x 9' and 10' x 9'. Remove ou wall in office three. Remove one 8' x 9' wall in in office space. We will demo and h materials. b) We will patch back all the locations where the removed walls were attached to the	tceptual lis in the ne 12' x 9' aul off all
b) We will patch back all the locations where the removed waits were staticted to the structure. We will match the existing finish and paint corner to corner. c) All the removed doors will be saved for reinstall in new locations later in this projed) Any ceiling tiles that were damaged during the demo will be replace with new. e) Construct a new office / hallway just outside the Lobby 9.5' x 19' x 9' the new walls match existing wall and terminate at the ceiling with splay bracing up through the to the substructure. The walls will be insulated, finished with drywall, textured an The office will get one outlet on each new wall and one data drop on each new wa install one of the saved doors for this office. The light fixtures will be isolated for t with and a switch will be installed. f) We will frame in the end of the newley created hallway to accommodate one of the	ict. s will ceiling d painted. JI. We will his room
f) We will frame in the end of the newly created hallway to accommodate one of the doors in which we will install for access to the conferece room. g) We will separate the lights in the new conferecne room and install a new light swite operate them. This new room will also get a new outlet in the new wall, to include droo.	ch to
h) The Lobby will get a new counter and windows based on the concept drawings pro- using the laminate and counter specs provided. We will install a saved door betw new lobby counter and an existing wall. Frame in the opening and install drywall, the match existing and paint. The new Lobby counter will get two new outlets and data drops.	een the Finish I one
 i) Construct a wall 10' x 9' to enclose an office. Insulate the wall and install drywall. It to match existing and paint. New wall will get one new outlet and data drop. j) Construct a 12' x 9' wall outside a restroorn. Insulate the wall and install drywall, fill 	
Proposal does not include architectural engineering, plans, permits, or drawings.	Total

The cost, quantity, and scope of items in this proposal are an estimate and good for 60 days. If at any time the actual cost, quantity, or scope of the item varies more than 10 (ten) percent above or below the estimated cost, quantity, or scope, an equitable adjustment in the price shall be made upon demand of either party.

Den e



A (iene,..,l Construction Comf>any

2201 f. Winston Raacl, Unit I. Anaht: im, CA 92806 Phone:(714)99&-.%991 Email: hlmclnc@aol.com

Nama / ____

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Proposal #

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Maria Stipe
Dept.:	Director	Dept.:	Assistant City Manager
Subject:	Receive and file the Housing Authority Status Report for April 2023. (<i>Action Item</i>)	Date:	5/23/2023

<u>OBJECTIVE</u>

For the Housing Authority Commissioners to receive and file the April 2023 Housing Authority Status Report.

BACKGROUND

The Housing Choice Voucher Program assists low-income families, senior citizens, and handicapped persons in the payment of their monthly rent. Under this program, a qualified participant pays a portion of his/her adjusted household income for rent. The remainder of the rent is paid by the City's Housing Authority utilizing funds received from the Department of Housing and Urban Development (HUD). The units rented under the program are inspected on a biennial basis to ensure that they are decent, safe, sanitary, and have no code violations. Approximately 2,353 senior citizens, disabled persons, and families are funded by the Section 8 Rental Assistance Program.

In October of 2022, the Housing Authority was awarded with 16 new Housing Choice Vouchers, also known as Fair Share Vouchers, under the Consolidated Appropriations Act 2022. These vouchers increased the total authorized allocation of the Housing Authority Section 8 Voucher Program to 2353.

In May 2021, the Housing Authority was awarded with 117 Emergency Housing Vouchers (EHVs) and funding from HUD, as authorized by the American Rescue Plan Act of 2021. The EHVs are provided to help assist individuals and families who are (1) homeless, (2) at risk of homelessness, (3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, or (4) recently homeless. The initial award amount is \$1,744,368 with the effective date July 1, 2021. To ensure that the EHVs assist families who are most in need, the Housing Authority will work with community partners to determine the best use and targeting for the vouchers along with other resources available in the community.

In November 2020, the Housing Authority was awarded with 75 new Mainstream vouchers

and funding from HUD, as authorized by the Coronavirus Aid, Relief and Economic Security Act. The Mainstream vouchers are provided to help respond to coronavirus related housing needs in the community.

DISCUSSION

The following is a status report for the month of April 2023:

<u>Program Eligibility</u>: All participants of the Housing Choice Voucher Program must be income eligible. Applicants are ranked on the Waiting List by local preferences. When an applicant is next on the Waiting List, they have an Initial Qualifying (IQ) interview where their eligibility is verified. If they are eligible, they receive a program briefing and their voucher. The Authority replaces those families who terminate from the program as a part of normal turnover. Once on the program, they are re-certified for eligibility at least annually and their portion of the rent adjusted according to their income.

<u>INITIAL QUALIFICATION (IQ) INTERVIEWS</u>: Staff conducted 9 Initial Qualification interview (IQ) from the Waiting List and the following:

- (a) Emergency Housing Vouchers 1
- (b) Referred by a Garden Grove Homeless Shelter 4
- (c) Incoming Portability 4
- (d) Mainstream Vouchers 1

<u>Briefings and New Program Admissions</u>: Three (3) briefings were conducted this month, 23 vouchers were issued, and 16 families were admitted to the program.

<u>Re-certifications</u>: Staff conducted 251 re-examination interviews with participants to determine continued eligibility. Ninety-one (91) were interviewed who had interim changes in income, which necessitated an adjustment in their portion of the rent.

<u>Moves</u>: Staff met with 10 tenants currently on the program that were moving and were briefed on move procedures.

<u>Terminations</u>: There were 17 families who terminated from the program during the month.

<u>FAMILY SELF-SUFFICIENCY PROGRAM (FSS)</u>: Assists families to become employed and no longer dependent on public assistance. The Family Self-Sufficiency Program enters into contracts with Voucher participants to provide support services such as education, training, and career development.

<u>Status of FSS participants this month</u>: There were 2 prospective FSS participants interviewed for the month of April 2023. There were 2 contracts signed and 2 contracts were terminated. There are a total of 411 families who have signed contracts for the FSS program. Thirty-five (35) contracts are active. Twelve (12) update meetings were held with FSS participants.

One hundred and forty (140) families have completed their FSS goals and 70 of these are self-sufficient and no longer need housing assistance. Eight (8) families have purchased houses. There are 22 escrow accounts. Fourteen (14) escrow accounts are active with monthly deposits.

The Authority has paid out a total of \$1,249,770 in escrow funds to tenants who have completed their contract obligations. Each graduate that successfully completes his or her family obligations on the contract after October 21, 1998, reduces the minimum program size. The original program size of 140 is now reduced to 4.

<u>UNIT INSPECTIONS</u>: All units that are leased under the Housing Choice Voucher program must pass an initial Housing Quality Standards (HQS) inspection before the Housing Assistance Payments contract is signed, and must pass a biennial HQS inspection to continue to receive rental assistance payments. HQS inspections determine that the unit is decent, safe and sanitary, and has passed City building codes.

<u>New Leases</u>: There were 34 requests for new lease approvals with 21 units passing and 13 units failing.

<u>Annuals</u>: There were 92 annual inspections conducted this month. Forty-eight (48) units passed and 44 failed to meet Housing Quality Standards (HQS) and code requirements. The owners were requested to make the necessary repairs.

<u>Re-inspections</u>: There were 64 re-inspections conducted on units that failed their first inspection.

<u>Move-out</u>: There were no move-out inspections conducted.

<u>Specials</u>: There were no special inspections conducted.

<u>Quality Control</u>: There were no quality control inspections conducted this month. These inspections are required by HUD to ensure that field staff is in compliance with inspection requirements and are conducted by supervisory staff.

FINANCIAL IMPACT

None.

RECOMMENDATION

It is recommended that the Housing Authority Commissioners:

- Receive and file the 2023 April Housing Authority Status Report.
- By: Danny Huynh, Housing Manager

ATTACHMENTS:

Description

Statistical report

Upload Date 5/10/2023

Туре

Cover Memo

File Name Statistical_report_-_April.pdf

GARDEN GROVE HOUSING AUTHORITY "<u>STATISTICAL REPORT</u>" April 2023

I. LEASED FAMILIES	NUMBER	FAMILIES	
Total Participating Families:	2699	100%	
Elderly:	1734	<u>64%</u> <u>30%</u>	
Disabled:	822		
Female Head of Household:	1528	57%	
Employed:	1008	37%	

II. <u>UNITS UNDER LEASE</u>	<u>UNITS</u> LEASED	<u>TOTAL UNITS</u> <u>ALLOCATED</u>	<u>% LEASED</u>	<u>PORT IN</u> ADMINISTERED	
HCV	2222	2353	94%	317	
EHV	101	117	86%		
MAINSTREAM	59	75	79%		
III. <u>CURRENT PAYMENT</u> <u>STANDARD</u>	1-BEDROOM	2-BEDROOM	<u>3-BEDROOM</u>	<u>4+BEDROOM</u>	<u>MOBILE</u> <u>HOME</u>
	\$1,718	\$2,121	\$2,937	\$3,382	

IV.	RENTS AND INCOME		VOUCHERS					
	Average HAP Payment:		\$1,375					
	Average Tenant Rent:		\$475					
	Average Contract Rent:		\$1,899					
	Average Annual Income:		\$22,020					
	Hard to House:		6					
v.	TOTAL NUMBER OF UNITS LEASED BY BEDROOM		1-BEDROOM	2-BEDROOM	<u>3-BEDROOM</u>	4+BEDROOM	<u>MOBILE</u> <u>HOME</u>	<u>TOTAL</u>
	<u>SIZE</u>		1758	717	178	27	19	2699
VI.	NEW ADMISSION BY UNIT SIZE	0-BEDROOM	<u>1-BEDROOM</u>	2-BEDROOM	<u>3-BEDROOM</u>	<u>4+BEDROOM</u>	<u>MOBILE</u> <u>HOME</u>	<u>TOTAL</u>
		1	6	6	3	0	0	16

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Teresa Pomeroy
Dept.:	Director	Dept.:	Secretary
Subject:	Receive and file minutes from the meetings held on April 11, 2023, and April 25, 2023. (<i>Action Item</i>)	Date:	5/23/2023

Attached are the minutes from the meetings held on April 11, 2023, and April 25, 2023, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Minutes - 4-11-23	5/17/2023	Minutes	ha-min_04_11_2023.pdf
Minutes - 4-25-23	5/15/2023	Minutes	ha-min_04_25_2023.pdf

MINUTES

GARDEN GROVE HOUSING AUTHORITY

Special Meeting

Tuesday, April 11, 2023

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

CONVENE MEETING

At 6:34 p.m., Chair Brietigam convened the meeting in the Council Chamber.

ROLL CALL	PRESENT:	(6)	Commissioners Beckles, O'Neill, Tran, Klopfenstein, Vice Chair K. Nguyen, Chair Brietigam
	ABSENT:	(3)	Commissioners Jones, DoVinh, and T. Nguyen

ORAL COMMUNICATIONS

None.

APPROVAL OF A PRELIMINARY AWARD LETTER BETWEEN THE CITY OF GARDEN GROVE, GARDEN GROVE HOUSING AUTHORITY, AND NEW TAMERLANE, LLC. (JOINT ACTION WITH THE CITY COUNCIL.) (F: 117.18B) (XR: H-117.18B)

Housing Authority Action

Following staff introduction, it was moved by Commissioner Klopfenstein, seconded by Commissioner K. Nguyen that:

The Preliminary Award Letter be approved;

The Director be authorized to make minor modifications as needed, and sign the Award Letter on behalf of the Housing Authority; and

The Director be authorized to execute the Affordable Housing Agreement, and any pertinent related documents including all exhibits, instruments, implementing agreements, and to make minor modifications as needed on behalf of the Housing Authority.

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

Ayes:	(6)	Beckles, O'Neill, Tran, Klopfenstein, K. Nguyen, Brietigam
Noes: Absent:	· · /	None Jones, DoVinh, T. Nguyen

City Council Action

Following the introduction, it was moved by Council Member Klopfenstein, seconded by Council Member Nguyen that:

The Preliminary Award Letter be approved;

The City Manager be authorized to make minor modifications as needed, and sign the Award Letter on behalf of the City; and

The City Manager be authorized to execute the Affordable Housing Agreement, and any pertinent related documents including all exhibits, instruments, implementing agreements, and to make minor modifications as needed on behalf of the City.

The motion carried by a 5-0-2 vote as follows:

Ayes:(5)O'Neill, Tran, , Klopfenstein, K. Nguyen, BrietigamNoes:(0)NoneAbsent:(2)DoVinh, Jones

ADJOURNMENT

At 6:45 p.m., Chair Brietigam adjourned the meeting. The next Regular Housing Authority Meeting is scheduled for Tuesday, April 25, 2023, at 5:30 p.m., in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy Secretary

MINUTES

GARDEN GROVE HOUSING AUTHORITY

Regular Meeting

Tuesday, April 25, 2023

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

CONVENE MEETING

At 6:38 p.m., Chair Brietigam convened the meeting in the Council Chamber.

ROLL CALL	PRESENT:	(9)	Commissioners Beckles, O'Neill, Tran, Jones, DoVinh, Klopfenstein, T. Nguyen, Vice Chair K. Nguyen, Chair Brietigam
	ABSENT:	(0)	None

ORAL COMMUNICATIONS

None.

RECEIVE AND FILE THE HOUSING AUTHORITY STATUS REPORT FOR MARCH 2023 (F: H-117.2)

It was moved by Commissioner O'Neill, seconded by Vice Chair K. Nguyen that:

The March 2023 Housing Authority Status Report, be received and filed.

The motion carried by a 9-0 vote as follows:

 Ayes: (9) Beckles, O'Neill, Tran, Jones, DoVinh, Klopfenstein, T. Nguyen, K. Nguyen, Brietigam
 Noes: (0) None

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON MARCH 28, 2023 (F: Vault)

It was moved by Commissioner O'Neill, seconded by Vice Chair K. Nguyen that:

Minutes from the meeting held on March 28, 2023, be received and filed.

The motion carried by a 9-0 vote as follows:

Ayes:	(9)	Beckles, O'Neill, Tran, Jones, DoVinh,	
-		Klopfenstein, T. Nguyen, K. Nguyen, Brietigam	
Noes:	(0)	None	

ADJOURNMENT

At 6:40 p.m., Chair Brietigam adjourned the meeting. The next Regular Housing Authority Meeting is scheduled for Tuesday, May 23, 2023, at 5:30 p.m., in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Lizabeth Vasquez Deputy Secretary