AGENDA



Garden Grove City Council

Tuesday, August 8, 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

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.

<u>Documents/Writings</u>: 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.

<u>Public Comments</u>: 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.

<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

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 Serena Doan Trang
 Nguyen, CEO of dtn.tech for being selected by the U.S. Small
 Business Administration's Orange County/Inland Empire District
 Office as the 2023 Small Business Week District's Woman Owned
 Business.
- 1.b. Drowning Prevention Presentation from Orange County Fire Authority Division Chief Covey.
- 2. ORAL COMMUNICATIONS (to be held simultaneously with other legislative bodies)

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

3. CONSENT ITEMS

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

- 3.a. Consideration and approval to submit a response to the Grand Jury Report, "Welcome to the Neighborhood" Are cities responsibly managing the integration of group homes? (Action Item)
- 3.b. Acceptance of City Project No. CP-1292000 for Traffic Signal Installation and Modifications at Various Locations FY 2021-22 as complete (*Action Item*)
- 3.c. Approval of a Cooperative Agreement with the City of Stanton for the FY 2023/24 Citywide Street Resurfacing Project. (Cost: \$7,690) (Action Item)

- 3.d. Approval of an agreement with Performa-Labs to provide subscription-based training course software for the Police Department. (Cost: \$94,600) (*Action Item*)
- 3.e. Award a Three (3) Year Contract to W.M. Curbside, LLC, for the Used Motor Oil Recycling Collection Program. (Cost: \$150,000) (Action Item)
- 3.f. Authorize issuance of purchase orders to Econolite Control Products and JTB Supply Company, Inc., for Fiscal Year 2023-24 Traffic Control Operations. (Cost: \$75,000 Econolite; \$125,000 JTB Supply Company) (Action Item)
- 3.g. Receive and file warrants. (*Action Item*)

4. <u>COMMISSION/COMMITTEE MATTERS</u>

- 4.a. Appointments to the Parks, Recreation and Arts Commission and Traffic Commission to fill vacancies. (*Action Item continued from the July 25, 2023, City Council Meeting.*)
- 4.b. Appointment of a City Council Member to the Orange County Sanitation District. (Action Item continued from the July 25, 2023, City Council meeting.)

5. <u>ITEMS FOR CONSIDERATION</u>

- 5.a. Approval of the appropriation of asset forfeiture funds for allocation to the Fiscal Year 2023-24 Police Department budget. (Amount: \$250,000) (Action Item)
- 5.b. Approval of a Purchase and Sale Agreement with LT Properties, LP for the purchase of property located at 12966 Euclid Street. (Cost: \$12,189,000) (Action Item)
- 6. MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER

7. ADJOURNMENT

The next Regular City Council Meeting is scheduled for Tuesday, August 22, 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: Niki Wetzel

Dept.: City Manager Dept.: Community Development

Subject: Consideration and approval Date: 8/8/2023

to submit a response to the

Grand Jury Report, "Welcome to the

Neighborhood" Are cities responsibly managing the integration of group homes?

(Action Item)

OBJECTIVE

The purpose of this report is for the City Council to consider and approve the attached response to the 2022-2023 Grand Jury Report, "Welcome to the Neighborhood" Are cities responsibly managing the integration of group homes?, and authorize submittal to the Orange County Superior Court presiding judge.

BACKGROUND

On June 12, 2023, the Orange County Grand Jury released its 2022-2023 Grand Jury Report, "Welcome to the Neighborhood" Are cities responsibly managing the integration of group homes? (see Attachment 1). The purpose of the report was to study the challenges Orange County cities often experience in regulating group homes due to federal and state laws, particularly with unlicensed sober living or recovery facilities; the challenges cities experience with locating and tracking group homes, and responding to community complaints; and the challenges with successfully integrating group homes into a neighborhood.

Based on its investigation, the Orange County Grand Jury arrived at eleven (11) findings and five (5) recommendations. In compliance with Penal Code 933.05 (a) and (b), the City is required to provide a response to the findings and recommendations directed to the City Council by September 13, 2023.

DISCUSSION

The City has responded to the findings and recommendations of the Grand Jury Report (see Attachment 2). In summary, the City agrees with nine (9) of the findings (F1, F2, F3, F6, F7, F8, F9, F10, and F11), and disagrees partially with two of the

findings (F4 and F5). In response to the recommendations, the City will not be implementing recommendations R1, R2 and R3, and the City is fully committed to implementing recommendations R4 and R5 in the future. These recommendations include participation in a County task force to develop a plan to generate awareness among State legislators and regulators of the need for improved State regulations and management standards to ensure the health/safety for Group Home residents; and collection of data to enable the identification of a residence operating as a group home.

FINANCIAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council:

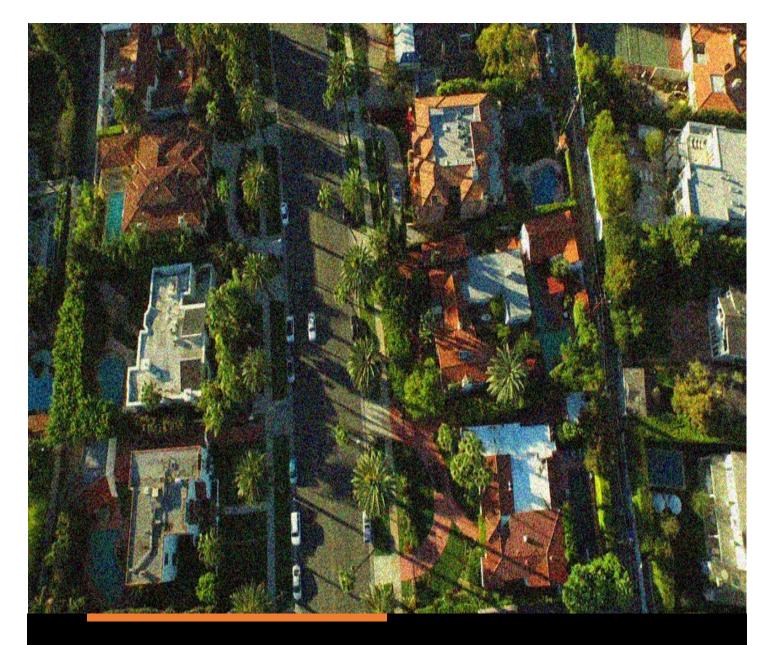
• Approve the attached responses and authorize the submittal to the Orange County Grand Jury.

By: Maria Parra

Planning Services Manager

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Attachment 1: 2022- 2023 Orange County Grand Jury Report on Group Homes	7/17/2023	Backup Material	2022-2023_Orange_County_Grand_Jury_Report_on_Group_Homes.pdf
Attachment 2: Response to Grand Jury Report	7/25/2023	Backup Material	Response_to_OC_Grand_Jury_Report_on_Group_Homes8_8_2023_FINAL.docx



Welcome to the Neighborhood Are cities responsibly managing the integration of group homes?



County of Orange

Grand Jury 2022-2023

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SUMMARY

Group homes are an important component in the healthcare and/or recovery of many people. These homes provide, among other things, Substance Recovery, Hospice Care, Residential Care for the Elderly, and Sober Living. When group homes are operated for the well-being of their residents and with respect for their neighbors, they can be an asset to their host community. However, they can occasionally become disruptive and the motivation for nuisance calls to local code enforcement. In extreme cases, the "curbing" of residents can contribute to the homeless population.

Negative interactions with disruptive group homes often lead to neighborhood opposition and anger towards city officials. How cities respond to the anger of their constituents impacts their ability to successfully integrate group homes. Residents are more likely to respond positively when cities offer townhall style meetings with police, fire, code enforcement, legal, and subject matter expert involvement, especially where the subject is discussed objectively, and public input is encouraged and respected.

Issues and concerns neighborhood residents have with group homes stem primarily from an over-concentration of homes in residential areas. Multiple cities in Orange County have attempted to manage integration of group homes into neighborhoods by enacting ordinances that include setting a minimum distance between group homes to avoid the problems associated with over-concentration. Most cities with such ordinances have not enforced them due to the fear of incurring litigation costs.

The Grand Jury reviewed the challenges of successfully integrating group homes into neighborhoods, including pressures exerted on Orange County cities by residents, group home operators, and the State of California.

The State of California has recently joined the group home debate, has altered the conversation, and raised the stakes. The State wields a large club with its power of approval of the required Housing Element. The California Housing and Community Development Department (HCD) is withholding approval for cities that have ordinances attempting to place limits or impose oversight on group homes. Cities are then vulnerable to a loss of control over zoning and permitting, as well as loss of State and regional funding.

Some cities have decided to push back on the pressures put on them from HCD and the fight has been carried out on an individual city basis. The Orange County Grand Jury recommends that the County of Orange and cities join forces to create ordinances, pool resources for defense of lawsuits, and work together to generate awareness among legislators to improve regulations and management standards to ensure health and safety for group home residents.

BACKGROUND

Orange County has 42 miles of beautiful coastline, three harbors, and 25 urban and wilderness parks - including 230 miles of riding and hiking trails. Orange County also has the dubious honor of having more than its share of our State's total number of group recovery and sober living residences. Frequently referred to as "The Rehab Riviera", several cities in Orange County have been dealing with pockets of overconcentration of these types of group homes. This has posed challenges for the residents in whose neighborhoods they are located, as well as the occupants of the recovery and sober living homes.



The Orange County coast is a magnet for sober living homes

Many of the homes in question are privately owned, unlicensed, unsupervised, and a challenge to monitor and regulate. When a neighborhood has multiple group homes, it becomes a more institutional environment; this alters the character of the neighborhood and defeats the purpose of the "integration" of people who are recovering.

To address these shortcomings, multiple cities, and the County, on behalf of unincorporated areas, have enacted ordinances that manage the permitting and tracking of group homes.

Several significant pieces of legislation have played a part in the expansion of group homes. These include California's Lanterman Mental Retardation Act (1988), the Federal Fair Housing Amendments Act of 1988, the California Community Care Facilities Act, and California's Substance Abuse and Crime Prevention Act of 2000 (Proposition 36). The resulting deinstitutionalization has had a positive effect on the lives of many people but has created a challenge for cities as they work towards the responsible integration of the group living arrangements necessary to accommodate the impacted population.¹

Since deinstitutionalization, the State of California has resisted appeals from local cities to pass permitting laws, distancing requirements, or any type of regulation at all. There is a misconception that these regulatory ordinances are intended to discriminate against people who are disabled due to alcohol and drug addiction, and the State of California has cited this misconception as the guiding principle for its dogged challenge of most attempts by cities to manage the responsible integration of group homes into residential neighborhoods. Rather, such city ordinances are intended to protect those people who suffer from alcohol and drug addiction, as well as the neighborhoods where group homes are located.

Licensed residential rehab programs are subject to the same local laws as single-family homes, and no more. State law imposes fewer restrictions on licensed rehab programs than other licensed group homes. The Community Care Facilities Act, from which alcohol and drug rehab facilities are exempt, imposes restrictions that protect the character of residential neighborhoods. Under this act, cities receive written notice of a proposed facility, and any city or county may request denial of the license based on overconcentration of residential care facilities. While alcohol and drug programs that provide 24-hour residential non-medical services to adults recovering from drug or alcohol abuse must obtain a State license, they cannot be regulated any differently from a single-family home if they serve six or fewer people.

California Health & Safety Code Sections 1520.5 and 1267.9 state it is a policy of the State to prevent overconcentration of residential facilities that impair the integrity of residential neighborhoods. Section 1520.5 states that the department shall deny an application for a new residential facility license if the department determines the facilities location is proximate to an existing residential facility therefore resulting in overconcentration. The statute recognized the need for a balanced policy to prevent overconcentration of residential care facilities which indicates an awareness and understanding of the impact of overconcentration on the integrity of residential neighborhoods. The statute defines overconcentration as less than 300 feet for some types of group homes and up to 1000 feet for others. At the time the statute was enacted it was specific only to certain types of group homes. However, the recent emphasis on providing more housing in California has eroded the intent of this act.

Federal and State fair housing laws protect people with disabilities from housing discrimination. Recovering alcoholics and drug addicts are disabled for purposes of anti-discrimination laws. When people in recovery live together in a "sober living" home, cities cannot discriminate based on such disabilities, therefore an ordinance cannot treat sober living homes differently than other similar uses in single-family residential zones.

Sober living homes are not required to be licensed and are not limited to six or fewer residents. Because no treatment is provided in these substance-free, mutually supportive living environments, no license is required. The limitation of most other group

homes to six residents is part of the State statute; however, confusion arises because the statute does not apply to sober living homes.

There is only so much a city can do to respond to the complaints of its residents when dealing with an overconcentration of group homes in a neighborhood. It is important for city residents to be educated on the barriers faced by cities, and to work with their city to overcome these barriers.

Current laws do not adequately address the need to manage the integration of group homes into neighborhoods. Courts should not be where the solutions are found.

REASON FOR STUDY

Many cities within Orange County have neighborhoods with a dense concentration of group recovery and sober living residences. In most circumstances, cities do not know where these group homes are located unless the homes generate a backlash from neighbors due to various types of disturbances. The Grand Jury examined how Orange County cities are managing the distancing of all types of group homes, and the impact group homes have on neighborhoods and group home residents when the homes are in close proximity to one another.

Group homes, most often Recovery and Sober Living homes, and the nuisances that are commonly associated with them, are not new to Orange County. Neighborhood complaints, concerns from individuals living in or related to residents of group homes, the litigious nature of the relationship between cities and group home operators, and abuse of the healthcare system have been in play in Orange County for well over a decade.

The Grand Jury began this study by looking at how cities are managing the influx and locations of group homes and identifying best practices where they are found. The working premise was that each city is responsible for the integration of group homes, which would serve to protect the residents of group homes while maintaining the existing neighborhood atmosphere.

Has there been success addressing the issues associated with group homes and what does that look like? Are cities going it alone or are there county-wide efforts? Has there been progress made in this area? The Grand Jury approached the topic of group home integration seeking answers to these questions with the expectation that there were some systems in place resulting in the successful integration of group homes. The investigation took a winding road which revealed that, despite countless attempts at change, many of the problems that surfaced over a decade ago are still present. The Grand Jury found that successfully implemented solutions have become even more impactful in light of the State of California's heavy-handed entry into the debate.

METHOD OF STUDY

The Grand Jury has evaluated official documents, examined news articles, visited multiple recovery/sober living websites, and assessed secondary sources.



The Grand Jury reviewed numerous documents, including the 2022 State of California's Group Home Technical Advisory² and the 1990 State of California Health and Safety Code.³

To better understand the impact of density, jurors attended townhall and city council meetings virtually, through recordings, and visited neighborhoods in several cities where there is a heavy concentration of group homes.

The Grand Jury interviewed numerous subject matter experts, city managers, County and city officials, legislators, city attorneys, group home operators, and legal and real estate professionals. It also examined local, state, and national media reports and opinion pieces regarding group recovery and sober living residences. The Findings and Recommendations herein are based on this work.

INVESTIGATION AND ANALYSIS

Orange County has some of the heaviest concentrations of group homes and sober living residences in the nation.⁴ The densities are more than the local population can bear and residents believe the influx of the group home residents seriously impacts their neighborhoods. Similarly, group home and sober living industry experts cite negative impacts on the group home residents themselves.

Operators can open a group home where they desire, without having a license or State-endorsed certification, and they can open as many group homes as they desire regardless of local need. Because regulation is slack, cities are challenged to track and regulate the density without any guidance or support from the State. Adding to these concerns is a recent State of California memorandum titled "Group Home Technical Advisory" that characterizes any attempts to regulate the homes as discriminatory.⁵ It seems that method of thinking has no positive effect on how the homes are run or on how the vulnerable residents in these homes are treated, and quite possibly has the opposite effect.

OC Group Home Density

Reportedly, Orange County has more than its share of group homes in California, and the country for that matter, specific to housing individuals in need of Recovery/Sober Living Homes.⁶ There are no existing requirements for sober living homes with six or fewer residents to identify or register themselves as such.

It is estimated that up to 36% of houses required to be licensed (those providing services) by the State of California as group homes for six or fewer residents are located in Orange County. In addition, there are hundreds of group homes not requiring licensing that exist in Orange County neighborhoods. This lack of identification makes it extremely difficult to estimate the total number of sober living homes in our communities.⁷

As documented in numerous city council and townhall meetings, residents and activists have raised concerns about over-saturation and common nuisances to local community governing bodies (see Common Nuisances section). In many cases, these are neighborhoods in which multiple group homes are in close proximity (for example three in one cul-de-sac) or individual homes are run with little to no on-site supervision. Neighborhoods are losing their original character and familial aspect, with some becoming increasingly institutional and others experiencing more of a "frat house" feel.

"Residents of these homes are moving in and out at an alarming, transitory rate"

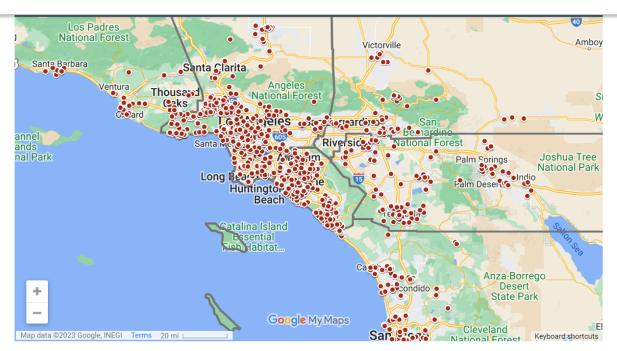
Residents of these homes are moving in and out at an alarming, transitory rate. Neighbors describe some of these group homes as taking no responsibility for the actions of their inhabitants. Rules and responsibilities are either not imposed or not enforced by the group home operators. The complaints are predominantly related to non-regulated group homes.

Over the last several years, multiple cities in Orange County have sought to find a solution to alleviate these concerns. Several have performed due diligence to ensure that any action taken will provide for neighborhoods to remain neighborhoods, and that both the disabled and the recovering addicts needing to live in these types of group homes are in fact living in a normalized residential environment that provides the best opportunity to be successful in their recovery.

This is not simply a "Not In My Backyard" (NIMBY) issue or reaction as evidenced by the large number of homes that receive few or no complaints. The need for well-run Recovery/Sober Living Homes is not in dispute. Concerns arise when these homes are poorly run and/or when multiple homes are in close proximity, contributing to the problem of over-concentration. These two circumstances cause changes in the local neighborhood, and it is questionable whether they are aiding the very residents that they are meant to be assisting and whether residents of these homes are integrating into a normalized environment.

To that end, various cities have introduced ordinances toward resolving the problem. Some of these include distancing requirements between group homes ranging from 300 to 1000 feet. Some ordinances require group homes to register or self-identify as such.

California Health & Safety Code Section 1267.9 provides specific requirements for distancing of most types of group homes settings.⁸ These requirements are similar to the local city ordinances in that they provide certain spacing restrictions of between 300 and 1000 feet. Sober Living Homes, however, are excluded from any distancing requirement by the State.



Points show the primary addresses of all non-medical alcoholism and drug abuse recovery or treatment facilities licensed and/or certified by the California Department of Health Care Services as of May 4, 2017. (Map by Ian Wheeler, Orange County Register/SCNG)

The State imposes licensing requirements on most types of group homes and provides for oversight by one or more State or County agency. Sober Living Homes with six or fewer residents are not required to be licensed by the State and have no regulatory

oversight. These two factors alone allow anyone to set up, open, and advertise this type of group home anywhere in California. Orange County seems to be the favored location, yet has no say in the siting or quantity of group homes in our residential neighborhoods.

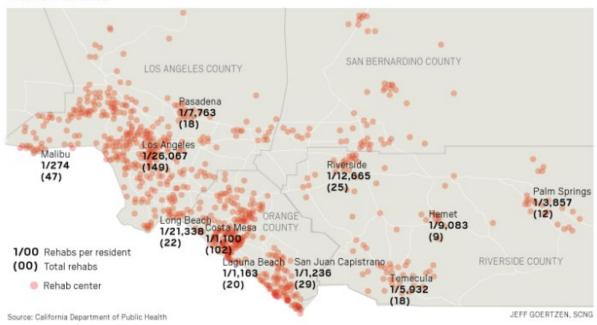
Tracking Challenges

Just where are these sober living homes? All over. How do we know? We actually don't. There are few local ordinances requiring the registration, licensing, or declaration of any type of unlicensed sober living or recovery residence that has been established in a neighborhood. There are no widely adopted methods to track or monitor any aspect of such dwellings – their location, number of people residing in them, on-site management, or their ownership.

The Grand Jury's research found that most sober living homes are not required by law to have any kind of State license. Some cities have enacted ordinances that require a permit or registration. When a sober living establishment is registered and a complaint is received, the complaint may be recorded and could be tracked, at least for the location of that specific home.

WHERE THE REHABS ARE

California has 1,864 rehab facilities, and more than half (1,117) are in Los Angeles, San Bernardino, Orange and Riverside counties. The map below shows the concentrations of these centers and the ratio of rehabs per resident in some of our cities.



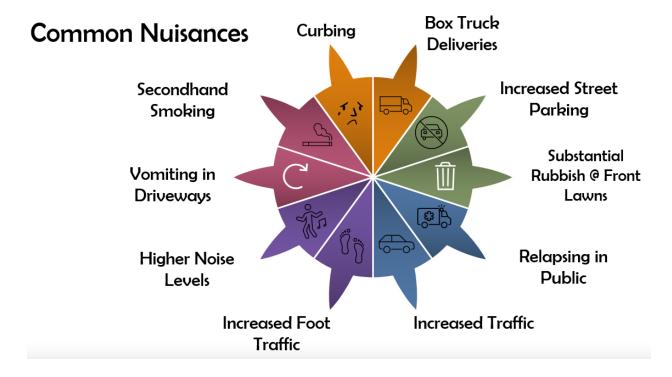
Except for the few cities with ordinances regulating sober living homes and the few homes that applied for registration or received ministerial permits, accurate tracking and monitoring remains challenging. Tracking is attainable if cities' code and law enforcement establish and actively utilize a searchable database that includes

information about police and fire calls, nuisance complaints or code infractions, and identification of type of establishment. The use of this information can help identify the location and density of group homes.

Common Nuisances

Residents living in cities with neighborhoods having a significant number of recovery and sober living homes complain that the proliferation of these group homes in recent years has become unmanageable, and that overconcentration is impacting the quality of life for everyone.

For years, many citizens living in neighborhoods with an unrestrained growth of sober living homes have been voicing their concerns and frustrations over the lack of protection their communities are given. While many of these group homes adopt rules and regulations and attempt to be good neighbors, a citizen's primary method for reporting concerns about a disruptive home is initiating a nuisance complaint to their local law enforcement.



The outcry is that unregulated sober living residences make for bad neighbors. Sober living homes are not always bad neighbors, but when they are concentrated in a small geographic area or neighborhood, the common nuisances can become more visible and disruptive. Ultimately, this raises concerns about the potential or actual diminished character of the neighborhood.

Lead Cities

Although the City of Costa Mesa has been front and center in the legal fights related to group homes, it was Newport Beach that first stepped into the arena in 2008. Three companies sued the City over an ordinance that was approved by the City Council in 2008 that regulated group homes for recovering addicts. Pacific Shores Properties, Newport Coast Recovery, and Yellowstone Women's First Step House sued Newport Beach for a total of \$5.24 million. Still in place today, this ordinance was the first of its kind in Orange County and it established quiet hours, parking and smoking areas, and van routes. It also required the City's approval for new unlicensed homes for recovering addicts in certain neighborhoods. In 2015, the City reached the end of its seven-year legal battle over sober-living homes with a settlement agreement. 10 11

According to the Orange County Register, which cites its own archives, Newport Beach spent at least four million dollars in legal costs on the cases. In 2008, there were 81 facilities and 614 total beds identified in Newport Beach. In 2021, there were a known 30 facilities with 210 total beds. Where did all those facilities and beds go?¹² Perhaps to the City of Costa Mesa. In 2015, the City of Costa Mesa enacted their own ordinance (amended in 2017) after seeing a sharp increase in the number of sober living homes followed by a steep increase in the number of community complaints. On the heels of the ordinance came the legal challenges, and Costa Mesa prevailed in all challenges until January 2023 when two sober living homes, embroiled in litigation against the city, were handed a legal victory in federal court. The earlier dismissal was reversed and remanded by the Ninth Circuit Court of Appeals which ruled that asking operators of sober living facilities for proof of disability violates federal law barring discrimination against those with disabilities and bars discrimination in housing.

"The well-funded operators are supported by industry organizations and associations in their lawsuits..."

As the legal battle waged on, other local governments explored, advanced, or enacted regulation of sober living homes, including the County of Orange (2015), and Cities of Laguna Hills (2015), San Clemente (2016), Laguna Niguel (2016), San Juan Capistrano (2016), Anaheim (2020), and Huntington Beach (2020). Most of these entities, perhaps all, have chosen not to enforce their ordinances out of concern of potential litigation, and are waiting for Costa Mesa's litigation to conclude.

Cities Are Standing Alone

Multiple cities in the County have executed ordinances to regulate unlicensed group homes. With the exception of the newly formed South Orange County Sober Living and

Recovery Task Force, cities have not collaborated on solutions to shared and common problems. This has been done on an individual basis, with little collaboration among cities. Prior to drafting an ordinance, some cities study the details and effectiveness of other cities' actions, particularly the City of Costa Mesa's ordinance, and use that as a template to draft their own.¹³

Once enacted, few of the ordinances are being enforced. This lack of enforcement is due to a small number of very specific impediments and concerns. These include:

- Fear of litigation costs due to lawsuits filed by group home operators against cities that have enforced ordinances. (The City of Costa Mesa has reportedly incurred over ten million dollars in legal fees in relation to group home litigation.)
- Fear of the State of California withholding approval of the Housing Element for cities that have ordinances related to the management of group homes, resulting in the potential loss of state funds and local zoning control.
- Lack of enforcement resources. Most cities do not have the staff resources to enforce these ordinances.

While individual cities take a wait-and-see approach to follow the progress of other cities that are standing up to the State, little progress is being made. The cities and County of Orange would benefit by working in partnership with one another to garner resources and create a coalition to promote change. While the newly constituted South Orange County Sober Living and Recovery Task Force is a good start, and the first tangible recognition of the need to work together, the Grand Jury recommends a countywide cooperative taskforce.

Orange County's cities and unincorporated areas are demographically diverse. The active sharing of ideas, experiences, and information will be valuable to the overall process of developing a worthwhile model ordinance and plan for moving forward in the efforts to protect both the individual characteristics of Orange County neighborhoods, and *all* individuals living in those neighborhoods.

Fear of Litigation Costs

Cities are concerned about the high cost of litigation and the time required to defend ordinances regulating group homes. Private entities have challenged ordinances and in some cases won, and in other cases continued to pursue lawsuits in spite of opposition. In one case, the California Department of Housing and Community Development (HCD) requested that the California Department of Justice file a "friend of the court" application to intervene on behalf the litigant in its case against the City.¹⁴



Two examples of cities being involved in lengthy and costly lawsuits include Newport Beach and Costa Mesa. In 2007, Newport Beach had numerous sober living homes and was facing increasing pressure by residents to regulate them. In January 2008, Newport Beach passed an ordinance regulating sober living homes. The ordinance was carefully crafted to comply with State and federal law.¹⁵

By November 2008, several legal actions occurred. These included:

- A lawsuit from a residents' group (the "Concerned Citizens of Newport Beach" or CCNB) arguing that the City did not go far enough in enacting Ordinance 2008-05. CCNB also sued multiple operators and asked for \$250 million in damages from the City;
- Two group home operators (Pacific Shores Recovery and Sober Living by the Sea) filed complaints with the US Department of Housing and Urban Development (HUD) alleging that the City's ordinance and its practices have discriminated against disabled persons entitled to fair housing;
- Multiple lawsuits were filed by Sober Living By the Sea (SLBTS) alleging that the City's group residential uses ordinance was facially discriminatory against persons in recovery. The City reached an agreement with SLBTS;
- 4. The City filed lawsuits against Morningside Recovery and Pacific Shores Recovery, alleging that some of their operations opened illegally during a short-term temporary moratorium against the establishment of new group residential uses. Pacific Shores Recovery has in turn alleged that the City's group

- residential uses ordinance was facially discriminatory against persons in recovery;
- A cross-complaint by the City against Sober Living By The Sea and other operators that consolidated certain lawsuits in U.S. District Court.



Chairs are packed during a discussion on sober-living homes in San Clemente in 2016. (Photo by Matt Masin, Orange County Register, SCNG)

Subsequently, in 2009, three companies sued the City of Newport Beach over the ordinance, claiming it violated anti-discrimination and fair housing laws because individuals recovering from an addiction are a protected group. A federal judge ruled in favor of the City in 2011. The companies appealed the case and it went to the 9th Circuit Court of Appeals, where the Court's majority sided with the group homes, saying there was enough evidence to argue discrimination. The Court pointed to comments made during the 2008 hearing, which implied that the City Council was targeting recovery group homes.

The City of Newport Beach asked the U.S. Supreme Court to review the case in 2014, but the Court declined. The City settled with the group homes for \$5.25 million in 2015. The City's estimated legal costs exceeded four million dollars, ¹⁶ for a total cost close to ten million dollars.

The City of Costa Mesa waged a fierce and costly legal battle to regulate sober living homes for over five years. As noted in the section regarding the State's actions and attitude, Costa Mesa fashioned an ordinance within the limits of State and federal laws

in 2014.¹⁷ The City ultimately spent over seven million dollars in litigation, and prevailed in State and federal courts; however, in January 2023, a federal appellate court reversed and remanded the district court's 2020 ruling.

Costa Mesa Ordinance 15-11 sets limited standards for three items that address important societal issues, none of which are discriminatory in nature:

- 1. Spacing (650 feet apart)
- 2. Background screening of the house manager
- 3. Process for evicting residents

Spacing between group homes maintains the purpose of the facility and residential character of the neighborhood. Screening protects the residents of the facility. Through interviewees, the Grand Jury learned of group home managers with criminal backgrounds and who are themselves currently substance abusers. Standards for evictions are needed. Through interviews and newspaper articles, the Grand Jury learned of the practice of "curbing," putting residents out on the curb when their source of payment runs out or when they are in violation of house rules. This practice is believed to contribute to homelessness in Orange County.

Costa Mesa's ordinance serves an important purpose, but the ordinance is still in litigation after several years and at an estimated cost of more than ten million dollars. Other Cities in California and Orange County are similarly facing lawsuits and costs associated with group home and sober living ordinances. Cities could pool resources to mitigate litigation cost concerns. A coalition of cities to spread costs is highly recommended.

The Grand Jury learned that the lawsuits brought against cities are supported and enabled by an extremely profitable industry. According to John LaRosa at MarketResearch.com on February 5, 2020,¹⁹ the group home market is 42 billion dollars per year. Mr. LaRosa also noted that the industry needed to be cleaned up as many of the operators engaged in overbilling, patient brokering, and deceptive marketing.

The well-funded operators are supported by industry organizations and associations in their lawsuits. Industry organizations include large groups such as the California Consortium of Addiction Programs and Professionals, Behavioral Health Associates, and National Sober Living Associates. The websites of any of these organizations and several others can be viewed to see the type of support often provided. The organizations not only provide support for lawsuits, but also assist in lobbying State and federal legislators.

Many group home operators do not want any type of regulation, as evidenced by the Costa Mesa and Newport lawsuits, though the Grand Jury found some operators who welcome additional regulation to protect the industry from bad operators. In summary, the industry represents a formidable foe in lawsuits due to funding and industry associations.

State Actions

Zoning ordinances are the primary control local governments have over city land use. The State of California has challenged the validity of group home ordinances, thereby inhibiting local governments in addressing group homes through zoning ordinances. If challenged, defense of the ordinances is costly and the alternative is to repeal them, a process that can be politically charged.

When Costa Mesa originally prevailed in the lawsuits filed against their 2014 sober living ordinance, the Cities of Encinitas, Huntington Beach, Anaheim and the County of Orange adopted similar ordinances for sober living facilities. In May 2021, the California Department of Housing and Community Development (HCD) sent a letter to the City of Encinitas stating its ordinance was in violation of statutory prohibitions on discrimination in land use. HCD said the city must take immediate steps to repeal the ordinance. HCD's letter to the City of Encinitas noted "The City appears to take significant comfort from certain court opinions, several unpublished, appearing to reject specific, largely different and distinguishable challenges to a different group home ordinance in Costa Mesa, which were brought by private parties rather than the State of California. Those decisions are neither on point nor binding here." This statement is misleading to the general public because it downplays judicial rulings favoring Costa Mesa's ordinance.

In May of 2021, HCD sent a "Letter of Technical Assistance" to the City of Anaheim in which they discuss Anaheim's land use regulations. One of the items discussed was a phone call they had with city staff to discuss concerns with the proposed Zoning Code Amendment for group homes. HCD's concern was that the ordinance "potentially conflict(s) with statutory prohibitions on discrimination in land use".

Also in May of 2021, HCD sent a "Notice of Violation: City of Anaheim Notice of Violations of Housing Element Law and Anti-Discrimination in Land Use" regarding the denial of a conditional use permit for transitional housing. The California Department of Justice (DOJ) subsequently joined a civil lawsuit regarding the same action. HCD believes the City has failed to implement goals, policies, and program actions included in the housing element and failed to act consistent with Government Code requirements in applying standards to the approval of the Project.

On December 21, 2022, HCD issued a document titled *Group Home Technical Advisory*. ²⁰ The executive summary includes the following:

"In recent years, some local governments have amended their zoning ordinances to add new regulations for group homes, particularly for recovery residences-group homes that provide housing for persons recovering from alcoholism or drug addiction. These amendments have raised concerns that local governments are not complying with their affirmative obligations under state planning and

zoning laws to promote more inclusive communities and affirmatively further fair housing (AFFH). These amendments have also generated disputes and confusion over whether local governments are violating fair housing laws by discriminating against persons with disabilities or other protected characteristics."

The document assumes the ordinances are not legally compliant and creates difficulties faced by cities trying to reasonably regulate group homes. The document is labeled a "technical advisory" but reads as a policy statement. There were apparently no public hearings regarding the document.

"The document is labeled a "technical advisory" but reads as a policy statement..."

These actions by HCD and DOJ, as well as litigation, are challenges municipalities face in adopting ordinances regarding group homes when the courts have found these ordinances compliant with State and federal laws. This was made evident through interviews with representatives of cities. Interviewees also expressed concern that HCD interpreted the laws as being overly restrictive on zoning ordinances and failing to protect the inhabitants of group homes.

Housing Element

In the State of California, all cities are required to develop a General Plan. The General Plan serves as a blueprint for the future, prescribing policy goals and objectives to shape and guide the physical development of the city. The General Plan is a comprehensive policy document that informs future land use decisions, and it is comprised of multiple elements.²¹

The Housing Element is one important part of a city or county's General Plan. Every eight years, every city, town, and county must update their Housing Element and have it certified by the California Department of Housing and Community Development (HCD). The most recent cycle of the new Housing Element has been heavily impacted by the State's laser focus on housing availability and affordability.

On September 28, 2021, Governor Gavin Newsom signed a suite of bills to boost housing production across California which accompanies the Governor's \$22 billion housing affordability and homelessness package and ongoing work by the State to spur more housing production, tackle barriers to construction, and hold local governments accountable. Taken together, the actions reflect the State's focus on creating more

affordable housing, faster and cheaper. "The acute affordability crisis we are experiencing in California was decades in the making, and now we're taking the necessary steps to fix it," said Governor Newsom.²²

Although this is a response to a real need in California, the real-world consequences to the "build-build" solution are many. One of those can be seen in the State's myopic push for housing as it has mistakenly equated group homes with additional housing options. But housing is not increased by allowing the unbridled proliferation of recovery and sober living homes. The industry advertises heavily outside of California and brings many of their residents from out-of-state. It is not uncommon for some of these residents to be "kicked to the curb" (referred to as curbing) for various reasons, and because they are not local to Orange County, they have nowhere to go and ultimately face homelessness.

HCD wields its power to review and approve State housing elements as a threat to deter city and county efforts to regulate group homes. Approval of the Housing Element has a big impact on a city's ability to enforce its general plan and to control what gets built and where it is built. Without the HCD's approval of the housing element, a door is opened to developers to bypass local zoning ordinances by utilizing a seldom used loophole known as Builders Remedy. Under that law, a developer may sidestep city approvals to construct a housing development if 20% of the project's homes are affordable housing.²³

State funding programs for transportation, infrastructure, and housing often require or consider a local jurisdiction's compliance with Housing Element Law. These competitive funds can be used for fixing roads, adding bike lanes, improving transit, or providing much needed affordable housing to communities. In some cases, funding from state/federal housing programs can *only* be accessed if the jurisdiction has a compliant housing element.²⁴ ²⁵

Educating the Public

By the time the public has organized to bring their concerns to city leadership through a letter writing campaign, a joint written complaint, or a petition, their level of frustration has likely been building for quite a while. How city leadership deals with the concerns and frustrations of their constituency is likely to determine whether it will be a collaborative or an adversarial process to find a resolution. Educating the public on the reasons that cities have seemingly been unwilling to address the integration of group homes into Orange County neighborhoods is key to the success of collaborative problem solving.

Cities have been squeezed from above by a combination of intense pressure from group home operators citing federal protections for the disabled, and the State of California's efforts to eliminate group home ordinances by withholding approval on cities' mandated Housing Element submission. They are also squeezed from below by

the people in neighborhoods which have been impacted by the over-concentration of group homes, and/or the level of nuisances generated by the group homes.

"Some cities have used the multi-discipline, educational, townhall type response to the public outcry while others have not. The outcome can be quite different."

A lack of understanding of the challenges faced by cities leads to the perception that they are unwilling to step up and regulate the various group home types that are springing up in neighborhoods. Public education will reveal that there is not an unwillingness of cities, or the public, to find resolutions, but rather there are many hurdles promulgated by State and federal agencies that often prevent opportunities for reaching a solution. Cities should work together, and with State legislators and other stakeholders, to look for ways to affect change at the State level as well as provide more focused public education that addresses these issues.

In an effort to inform their citizens, some cities have used the multi-discipline, educational, townhall type response to the public outcry while others have not. The outcome can be quite different.

To illustrate, we need look no further than a tale of three cities: Anaheim, Newport Beach, and Laguna Hills. Anaheim's group home issue heated up in October 2021 when Grandma's House of Hope requested a Conditional Use Permit (CUP) to use a large house as a transitional living home for 19 intractably mentally ill women.²⁶

It was not Grandma's House of Hope's first group home in Anaheim; it was the latest in many previously successful CUP requests. Local residents coalesced against this CUP request in a vocal and organized manner. Whether it was the number of residents impacted, the descriptor of the group home residents as intractably mentally ill, or just one group home too many in this neighborhood, this organized effort to prevent the approval of the large group home attracted hundreds of local citizens and activists from both sides of the issue. It seemed that the majority of these people attended the planning commission meeting to voice their opinions during the public comment portion of the agenda and to let the City's Planning Commission see the strength of their numbers.

The Planning Commission was seemingly prepared to accept the staff recommendation for approval. Public comment took over five hours, most of which was overwhelmingly against the approval of the group home. The applicant and the Planning Commission both expressed surprise at the public backlash. Ultimately, the approval recommendation was scrapped, and the Planning Commission voted to deny the CUP.

Grandma's House filed an appeal and the application for the CUP was heard by the City Council. The public attended that meeting in larger numbers than at the Planning Commission meeting and they were every bit as angry and frustrated as they were at the earlier meeting. In spite of robust response on the issue at the meeting of the Planning Commission just two months earlier, the Anaheim City Council was unprepared for the charged nature of the adversarial clash. Most speakers were passionate but respectful, while some were rude and offensive. It was essentially an angrier repeat of the first meeting and led to the same conclusion, a denial of the CUP.²⁷

The affected public walked away with no better understanding of the reasons why these group homes are hard to regulate due to the pressures put on cities by the State of California. The applicant ultimately filed suit against the city alleging violations of the Housing Element Law, Housing Accountability Act, and statutes governing anti-discrimination in local land use laws.



Nearly 200 people packed the Mission Viejo City Council chamber on March 29 for a Town Hall meeting regarding sober living homes. (Tomoya Shimura, Orange County Register, April 1, 2016)

The City of Anaheim has not responded to the public concerns in an organized manner. It has not provided an opportunity for the public to come together in a townhall-like meeting where the City could address the issues and the challenges they face, have subject matter experts on hand for short presentations, and allow for comments and questions.²⁸

In direct contrast to Anaheim's response, we can look at the steps taken by the Cities of Newport Beach and Laguna Hills. Newport Beach was faced with a petition from its residents in 2007 after a rapid increase in the number of drug rehabilitation homes. The residents reported 103 treatment houses, nearly all on the Balboa Peninsula. There was a town hall hosted by (then) Assemblywoman Mimi Walters, R-Laguna Niguel, and (then) State Senator Tom Harman, R-Huntington Beach, and an estimated 200 people attended. It was an opportunity for dialogue as well as to learn about the constraints placed on cities by the State of California. Newport Beach responded to resident concerns again in late 2021 by organizing a community meeting with speakers from several city departments, a State Assemblywoman, the District Attorney, and a County Supervisor.²⁹ ³⁰



Hundreds attend the Sober Living Homes Town Hall meeting at the at the Laguna Hills Community Center on Thursday (Christopher Yee, San Gabriel Valley Tribune, May 13, 2016)

We can also look at the steps taken by the City of Laguna Hills. In 2016, the City responded to public outcry regarding group home issues by hosting a Town Hall on the subject. The Town Hall was hosted by (then) State Senator Pat Bates and several other State and local legislators. Also in attendance were attorneys with extensive knowledge of the issue as well as other subject matter experts. More than 600 people attended, and it was an opportunity for the residents in attendance to gain a better understanding of the challenges the City faces in regulating unlicensed group homes, as well as for the City to hear the concerns and frustrations of attendees. Proving that, when cities work to

inform their constituents, and allow for a robust but respectful dialogue, they create an opportunity for collaborative problem solving.³¹

How Has This Issue Evolved?

The timing of this investigation aligned with the required submission of the Housing Element portion of each city's General Plan. The State's disapproval of a city's Housing Element carries heavy consequences, and the State of California has used the withholding of this needed approval to coerce cities to abandon their group home ordinances.

The Grand Jury was previously unaware of the power behind group home lobbyists and the number of proposed legislative bills that never made it to a vote. The State's policy-making role limits a city's ability to responsibly manage the integration of group homes and, as a consequence, the trajectory and focus of the study changed and widened with this knowledge. The Grand Jury looked at broader factors influencing the group home industry, its influence, its effect on communities and often its seeming lack of real concern about its clients. The group home industry is immense, requires improved relations with cities, and needs more effective local governmental oversight.

FINDINGS

In accordance with California Penal Code Sections 933 and 933.05, the 2022-2023 Grand Jury requires (or, as noted, requests) responses from each agency affected by the findings presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation titled "Welcome to the Neighborhood - Are cities responsibly managing the integration of group homes?" the 2022-2023 Orange County Grand Jury has arrived at eleven principal findings, as follows:

- F1 Group homes too close to one another contribute to the problems associated with overconcentration.
- F2 Common nuisances are more likely and disruptive when sober living homes are concentrated in a small geographic area of a neighborhood.
- F3 Some cities have successfully addressed and informed community members about the challenges faced in regulating group homes.
- F4 Community satisfaction was minimal when cities took the traditional public comment approach towards addressing community complaints.
- Cities are not utilizing police, fire, and code enforcement complaints as a means of locating and tracking Group Homes.
- Cities are inhibited from enacting and enforcing ordinances due to fears over the potential cost of litigation.
- F7 Several cities have created an ordinance that requires a ministerial permit or registration to operate a group home, however many of these cities do not enforce their ordinances.
- F8 City and County officials are deterred from regulating group homes by California Housing and Community Development's housing element approval process.
- F9 Cities have historically strategized and acted independently in addressing group home challenges and solutions.
- F10 Well-operated group homes can integrate smoothly into neighborhoods.
- F11 There is a lack of regulatory oversight for the health and safety of residents of unlicensed group homes.

RECOMMENDATIONS

In accordance with California Penal Code Sections 933 and 933.05, the 2022-2023 Grand Jury requires (or, as noted, requests) responses from each agency affected by the recommendations presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation titled, "Welcome to the Neighborhood - Are cities responsibly managing the integration of group homes?" the 2022-2023 Orange County Grand Jury makes the following five recommendations:

- Orange County cities and the County of Orange should address citizen concerns regarding group homes by providing an opportunity for an open dialog where an interdisciplinary panel of subject matter experts can share with attendees the challenges cities are facing in the management of group homes. To be implemented by July 1, 2024. (F3, F4)
- R2 By December 31, 2024, Orange County cities and the County of Orange should collaborate in their efforts to create ordinances for the regulation of group homes, including the development of model ordinances. (F6, F7, F9)
- Orange County cities and the County of Orange should pool resources for defense of lawsuits challenging group home ordinances. To be implemented by July 1, 2024. (F6, F8, F9)
- R4 The County of Orange and Orange County cities should create a Task Force that includes representatives from OC cities, unincorporated areas, and other entities as appropriate and charge it with the responsibility of developing a plan to generate awareness among State legislators and regulators of the need for improved regulations and management standards to ensure health and safety for Group Home residents. To be implemented by July 1, 2024. (F2, F10, F11)
- Orange County cities and the County of Orange should modify code enforcement report data collection forms to include a searchable field that enables the identification of a residence operating as a group home. To be implemented by July 1, 2024. (F5, F7, F11)

RESPONSES

California Penal Code Section 933 requires the governing body of any public agency which the Grand Jury has reviewed, and about which it has issued a final report, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the governing body. Such comment shall be made no later than 90 days after the Grand Jury publishes its report (filed with the Clerk of the Court). Additionally, in the case of a report containing findings

and recommendations pertaining to a department or agency headed by an elected County official (e.g., District Attorney, Sheriff, etc.), such elected County official shall comment on the findings and recommendations pertaining to the matters under that elected official's control within 60 days to the Presiding Judge with an information copy sent to the Board of Supervisors.

Furthermore, California Penal Code Section 933.05 specifies the manner in which such comment(s) are to be made as follows:

- (a) As to each Grand Jury finding, the responding person or entity shall indicate one of the following:
 - (1) The respondent agrees with the finding.
 - (2)The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.
- (b) As to each Grand Jury recommendation, the responding person or entity shall report one of the following actions:
 - (1) The recommendation has been implemented, with a summary regarding the implemented action.
 - (2) The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
 - (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the Grand Jury report.
 - (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.
- (c) If a finding or recommendation of the Grand Jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the Board of Supervisors shall respond if requested by the Grand Jury, but the response of the Board of Supervisors shall address only those budgetary /or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

The Orange County Grand Jury requires and requests the following responses:

90 Day Response Required

County of Orange Board of Supervisors F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11

County of Orange Board of Supervisors R1, R2, R3, R4, R5

City Councils of:

Aliso Viejo F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11

Aliso Viejo R1, R2, R3, R4, R5

Anaheim F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11

Anaheim R1, R2, R3, R4, R5

Brea F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11

Brea R1, R2, R3, R4, R5

Buena Park F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11

Buena Park R1, R2, R3, R4, R5

Costa Mesa F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11

Costa Mesa R1, R2, R3, R4, R5

Cypress F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11

Cypress R1, R2, R3, R4, R5

Dana Point F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11

Dana Point R1, R2, R3, R4, R5

Fountain Valley F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11

Fountain Valley R1, R2, R3, R4, R5

Fullerton F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11

Fullerton R1, R2, R3, R4, R5

Garden Grove F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11

Garden Grove R1, R2, R3, R4, R5

Huntington Beach F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11

Huntington Beach R1, R2, R3, R4, R5

Irvine F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11

Irvine R1, R2, R3, R4, R5

La Habra F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11

La Habra R1, R2, R3, R4, R5

La Palma F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11

La Palma R1, R2, R3, R4, R5

Laguna Beach F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11

Laguna Beach R1, R2, R3, R4, R5

Laguna Hills F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11

Laguna Hills R1, R2, R3, R4, R5

Laguna Niguel F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11

Laguna Niguel R1, R2, R3, R4, R5

Laguna Woods F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11

Laguna Woods R1, R2, R3, R4, R5 Lake Forest F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11 Lake Forest R1, R2, R3, R4, R5 Los Alamitos F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, Los Alamitos R1, R2, R3, R4, R5 F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11 Mission Viejo Mission Viejo R1, R2, R3, R4, R5 **Newport Beach** F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11 **Newport Beach** R1, R2, R3, R4, R5 Orange F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11 Orange R1, R2, R3, R4, R5 Placentia F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11 Placentia R1, R2, R3, R4, R5 Rancho Santa Margarita F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11 Rancho Santa Margarita R1, R2, R3, R4, R5 San Clemente F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11 San Clemente R1, R2, R3, R4, R5 San Juan Capistrano F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11 San Juan Capistrano R1, R2, R3, R4, R5 Santa Ana F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11 Santa Ana R1, R2, R3, R4, R5 Seal Beach F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11 Seal Beach R1, R2, R3, R4, R5 Stanton F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11 Stanton R1, R2, R3, R4, R5 **Tustin** F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11 Tustin R1, R2, R3, R4, R5 Villa Park F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11 Villa Park R1, R2, R3, R4, R5 Westminster F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11 Westminster R1, R2, R3, R4, R5 Yorba Linda F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11

R1, R2, R3, R4, R5

Yorba Linda

GLOSSARY

ADU

An accessory dwelling unit, usually just called an ADU, is a secondary housing unit on a single-family residential lot. These may be converted garages, backyard cottages, or granny flats, for example.

Brokering

A referral system where money or other inducements are exchanged by owners of disreputable homes to get new clients. The recipients may be residents, clinics, or even members of self-help groups such as AA12-step programs.

Code Enforcement

Activity by local government agencies to identify and correct problems and abuses by citizens and businesses.

Congregate Care Living

A residential home that offers inpatient services to its residents. Generally, the care that this institution provides is more intense than what a skilled nursing care facility offers but less intense than what a general acute care hospital provides.

Curbing

The act of evicting residents, often done late at night, so-called because they and their belongings are sent to the curb. Eviction may occur when such residents' insurance runs out or for violating house rules. They frequently have nowhere to go and often have no resources, essentially rendering them homeless.

Deinstitutionalization

The closing (or reduction of services) of residential facilities, often referred to as mental hospitals, and the reliance on smaller, more personal "homes" as a means of rehabilitation.

Detox

Program or facility for assisting a person undergoing treatment from an intoxicating or addictive substance.

EBT

Acronym for Electronic Benefit Transfer, previously known as Food Stamps, these are debit cards issued to eligible participants for the purpose of buying food and other necessities.

Emotional Wellness Homes

A facility where a person develops the ability to handle their emotions and varied experiences they encounter in life. Emotional wellness is an awareness, understanding, and acceptance of our feelings and the ability to manage and change challenges effectively.

Good Neighbor Policy

A set of principles and activities designed to provide a consistent means of communication between facilities that provide resident services and their respective neighbors. The Good Neighbor Policy is applicable for Residential Programs when residents and the services have a potential impact including but not limited to community safety, cleanliness, and security in the surrounding neighborhood(s).

Group Home (GH)*

A residential unit utilized as a supportive living environment for people meeting the legal definition of disabled. Provides *housing only* for a classified group of people. No medical care, services, or treatment can take place in a Group Home. Only State-licensed facilities can provide care, services, or treatment under State law (see Residential Care Facilities)

Hospice

A type of health care that focuses on the palliation of a terminally ill patient's pain and symptoms and attending to their emotional and spiritual needs at the end of life. Hospice care prioritizes comfort and quality of life by reducing pain and suffering.

Housing Element

Since 1969, California has required that all local governments (cities and counties) adequately plan to meet the housing needs of everyone in the community. California's local governments meet this requirement by adopting housing plans as part of their "general plan" (also required by the state). General plans serve as a local government's "blueprint" for how the city and/or county will grow and develop and include eight elements: land use, transportation, conservation, noise, open space, safety, environmental justice, and housing.

Integral Facilities

Integral facilities means any combination of two or more facilities located on the same or different parcels, collectively serving seven or more persons, not including the licensee or members of the licensee's family or persons employed as facility staff, that are under the control or management of the same owner, operator, management company or licensee or any affiliate of any of them, and which together comprise one operation. Integral facilities shall include, but not be limited to, the provision of housing in one facility and recovery programming, treatment, meals, or any other service or services at another facility, or facilities, or by assigning staff, or a consultant or consultants, to provide services to or in more than one facility.

Licensing

A permit from an authority to own or use something or to do a particular thing or carry on a trade. In reference to this report's subject matter, licensing from a State or county agency or department.

Like-for-Like

Identifying the spacing of group homes by type, e.g., sober living within a given distance of sober living, assisted living within a given distance of assisted living, etc. Sober living near assisted living does not meet the like-for-like criteria.

Model Ordinance

A common set of policies and procedures developed by a government agency to oversee the licensing and operation of group homes.

NIMBY

Acronym for "Not in My Backyard". A term used, among other things, to identify citizens who object to having group homes in their neighborhood.

Referral Facility

Either a Residential Care Facility, Group Home, or Sober Living Home where one or more person's residency is per a court order or similar directive. Referral facilities must follow the permit procedure according to the base use classification, and are not permitted in the RL (Residential Low Density) zone.

Rehab Riviera

The nickname given to some sober living facilities in Southern California, referring to the climate. Often used as a selling point in advertising to emphasize the outdoor appeal of homes in the region.

Rehabilitation

The action of restoring someone to health or normal life. Care that can help one get back, maintain or improve abilities.

Residential Care Facilities (RCF)*

A State Licensed residential facility where care, services, or treatment are provided to persons living in a community residential setting. Provide housing and care/treatment for the elderly, developmentally disabled, chronically ill, and chemical addiction treatment facilities, among others. RCFs that specifically provide drug and or alcohol abuse treatment are licensed by the Department of Health Care Services (DHCS) and are known as alcoholism or drug abuse recovery or treatment facilities. Homes are required to be licensed by the DHCS when at least one of the following services is provided: detoxification, group counseling sessions, individual counseling sessions, educational sessions, or alcoholism or drug abuse recovery or treatment planning.

Residential Treatment Centers

Sometimes known as rehab which is a live-in health care facility providing services for substance use disorders, mental illness, or other behavioral problems.

Saturation

Having several group homes within a neighborhood.

Single Housekeeping Units

Individuals occupying a dwelling unit that have established ties and familiarity with each other; share a lease agreement, have consent of the owner to reside on the property, or own the property; jointly use common areas and interact with each other; and share the household expenses such as rent or ownership costs, utilities, and other household and maintenance costs activities.

Six or Under

Homes with six or fewer residents. Under State law these may not be required to be licensed or registered.

Sober Living Home (SLH)*

Sober Living Homes are also group homes, but specifically for people recovering from a chemical addiction that meets the legal definition of disabled. Provides "housing only" that is primarily meant for people who have just come out of rehab and need a

place to live that is structured and supportive for those in recovery. For the purposes of the Ordinance, a Sober Living Home is not state licensed. No medical care, services, or treatment can occur in a Living Home. Only State licensed facilities can provide care, services, or treatment under State law (see Residential Care Facilities).

Tracking

A method to obtain data, monitor movements and a system to identify and map the location of group homes.

Treatment Center

A facility where a client or clients go under one roof for services to improve their physical or mental health. A residential treatment center (RTC), sometimes called rehab, is a live-in health care facility providing therapy for substances abuse use disorders, mental illness, or other behavioral problems. Residential treatment may be considered the "last-ditch" approach to treating abnormal psychology or psychopathology.

*For the purposes of this report, the City of Huntington Beach's definitions of group living homes is being used as published on the city's website.

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NOTICE

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

END NOTES

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CITY OF GARDEN GROVE

August 8, 2023

The Honorable Maria Hernandez
Presiding Judge of the Superior Court of California
County of Orange
700 Civic Center Drive West
Santa Ana, CA 92701

RE: Response to the 2022-2023 Orange County Grand Jury Report, "Welcome to the Neighborhood" Are cities responsibly managing the integration of group homes?

Dear Judge Hernandez,

In accordance with Penal Code 933 and 933.05(a) and (b), the City of Garden Grove submits the following response to the report, findings, and recommendations of the 2022-2023 Orange County Grand Jury Report entitled, "Welcome to the Neighborhood" Are cities responsibly managing the integration of group homes?"

FINDINGS

F1. Group homes too close to one another contribute to the problems associated with overconcentration.

Response: The City of Garden Grove agrees with the above finding.

F2. Common nuisances are more likely and disruptive when sober living homes are concentrated in a small geographic area of a neighborhood.

Response: The City of Garden Grove agrees with the above finding.

F3. Some cities have successfully addressed and informed community members about the challenges faced in regulating group homes.

Response: The City of Garden Grove agrees with the above finding.

F4. Community satisfaction was minimal when cities took the traditional public comment approach towards addressing community complaints.

Response: The City of Garden Grove disagrees partially with the above finding. The City of Garden Grove has been successful in explaining the law to individuals when inquires or

complaints are received and has addressed community complaints in a manner that is satisfactory.

F5. Cities are not utilizing police, fire, and code enforcement complaints as a means of locating and tracking Group Homes.

Response: The City of Garden Grove disagrees partially with the above finding. The City utilizes complaints received through police and code enforcement to locate and track Group Homes until the complaint is resolved.

F6. Cities are inhibited from enacting and enforcing ordinances due to fears over the potential cost of litigation.

Response: The City of Garden Grove agrees with the above finding.

F7. Several cities have created an ordinance that requires a ministerial permit or registration to operate a group home, however many of these cities do not enforce their ordinances.

Response: The City of Garden Grove agrees with the above finding.

F8. City and County officials are deterred from regulating group homes by California Housing and Community Development's housing element approval process.

Response: The City of Garden Grove agrees with the above finding.

F9. Cities have historically strategized and acted independently in addressing group home challenges and solutions.

Response: The City of Garden Grove agrees with the above finding.

F10. Well-operated group homes can integrate smoothly into neighborhoods.

Response: The City of Garden Grove agrees with the above finding.

F11. There is a lack of regulatory oversight for the health and safety of residents of unlicensed group homes.

Response: The City of Garden Grove agrees with the above finding.

RECOMMENDATIONS

R1. Orange County cities and the County of Orange should address citizen concerns regarding group homes by providing an opportunity for an open dialog where an interdisciplinary panel of subject matter experts can share with attendees the challenges cities are facing in the management of group homes. To be implemented by July 1, 2024. (F3, F4)

Response: The City of Garden Grove will not be implementing the recommendation because the City has been successful in explaining the challenges cities are facing with group homes to residents when complaints are received.

R2. By December 31, 2024, Orange County cities and the County of Orange should collaborate in their efforts to create ordinances for the regulation of group homes, including the development of model ordinances. (F6, F7, F9)

Response: The City of Garden Grove will not be implementing the recommendation because the City's zoning regulations are in compliance with State Law and current Housing Element mandates.

R3. Orange County cities and the County of Orange should pool resources for defense of lawsuits challenging group home ordinances. To be implemented by July 1, 2024. (F6, F8, F9)

Response: The City of Garden Grove will not be implementing the recommendation because the City's zoning regulations are in compliance with State Law and current Housing Element mandates.

R4. The County of Orange and Orange County cities should create a Task Force that includes representatives from OC cities, unincorporated areas, and other entities as appropriate and charge it with the responsibility of developing a plan to generate awareness among State legislators and regulators of the need for improved regulations and management standards to ensure health and safety for Group Home residents. To be implemented by July 1, 2024. (F2, F10, F11)

Response: The recommendation has not yet been implemented, but will be implemented in the future when the County of Orange spearheads the effort. The City is fully committed to collaborating with the County and its fellow municipalities to support such an effort.

R5. Orange County cities and the County of Orange should modify code enforcement report data collection forms to include a searchable field that enables the identification of a residence operating as a group home. To be implemented by July 1, 2024. (F5, F7, F11)

Response: The recommendation has not yet been implemented, but will be implemented before July 1, 2024. The City is fully committed to implementing this recommendation, and will update the code enforcement system to create a searchable field to identify residences operating as a group home.

Respectfully Submitted,

Steven R. Jones Mayor of Garden Grove

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: William E. Murray

Dept.: City Manager Dept.: Public Works

Subject: Acceptance of City Project Date: 8/8/2023

No. CP-1292000 for Traffic Signal Installation and Modifications at Various Locations - FY 2021-22 as complete (*Action Item*)

OBJECTIVE

For City Council to accept Traffic Signal Installation and Modifications at Various Locations FY 21-22 (Project) as complete and authorize the City Manager to execute the Notice of Completion of Public Improvement and Work.

BACKGROUND

Approved under the FY2021-22 Capital Improvement Plan, the Project consisted of the installation of a new traffic signal at Chapman Avenue/Lamplighter Street and traffic signal modifications at Euclid Street/Stanford Avenue, Garden Grove Boulevard/Casa Linda Lane, Garden Grove Boulevard/Gilbert Street and Brookhurst Street/Stanford Avenue. The scope of work involved installing new signal equipment, poles, cabinets, conduits, cables and vehicle video detection. As part of the improvements, striping was modified and curb ramps were constructed to meet ADA requirements.

DISCUSSION

The awarded contractor, Elecnor Belco Electric, Inc., has completed the improvements in accordance with the plans, specifications, and other contract requirements. The project was completed within the project budget and schedule. The retention payment will be released after recordation of the Notice of Completion.

FINANCIAL IMPACT

There is no financial impact to the General Fund. This project is included in the Capital Improvement budget and is funded by traffic mitigation fees.

RECOMMENDATION

It is recommended that the City Council:

- Accept Project No. CP-1292000 Traffic Signal Installation and Modifications at Various Locations FY 21-22, as complete;
- Authorize the City Manager to execute the Notice of Completion of Public Improvement and Work; and
- Authorize the Finance Director to release the retention payment when appropriate to do so.

By: Ken Vu, P.E., Associate Engineer

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Notice of Completion	7/26/2023	Notice	Notice_of_Completion_CP1292000.doc

When Recorded Mail To:

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

NOTICE OF COMPLETION OF PUBLIC IMPROVEMENT AND WORK

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

PROJECT NO. CP-1292000 TRAFFIC SIGNAL INSTALLATION AND MODIFICATIONS AT VARIOUS LOCATIONS FY 21-22

to be constructed upon the property hereinafter described. The contract for furnishing of all plant, labor, services, materials, and equipment, and all utilities and transportation, including power, fuel, and water, and performing all work necessary to construct and complete, in a good and workmanlike manner in strict accordance with the specifications, plans, and drawings therefore on file in the office of the City Clerk of the City of Garden Grove, for the construction, installation and completion of the above-described public improvement and work, was heretofore made and entered into with Elecnor Belco Electric, Inc. on the 8th day of March 2022, and filed for record in the office of the City Clerk of the City of Garden Grove; that the work upon said public improvement has been completed, and that the City Engineer has notified the City Council that he has made and completed a final inspection of the materials furnished and installed and the work performed in the construction, installation, and completion of said public improvement hereinabove more particularly described and set forth, and has certified in writing to the City Council that all the provisions of the contract and contract documents for the furnishing of all plant, labor, services, materials, and equipment, and the performing of all work necessary for the construction, installation, and completion of said public improvement above described have been fully complied with to his satisfaction as required by the contract document; that final acceptance of the construction, installation, and completion of said public improvement above described was made on the 8th day of August, 2023 that the nature of the title to said property of said City of Garden Grove is as follows: That is to say, it owns said public improvement in fee except the right-of-way upon which it is constructed, and that it owns an easement upon, over, and along said right-of-way for the purpose of the construction, installation, and completion of said public improvement hereinabove described and the use thereof after said completion; that the property hereinabove referred to and on which said public improvement is situated is described as follows, to wit:

PROJECT NO. CP-1292000

TRAFFIC SIGNAL INSTALLATION AND MODIFICATIONS

AT VARIOUS LOCATIONS FY 21-22

NAME OF SURETY on			
Labor and Material Bond is:			NY OF MARYLAND
	1299 ZURICH	WAY, 5 TH FLOOR	
	SCHAUMBURG	G, IL 60196-1056	
	1ei No. (800)	626-45//	
DATED	this	day of	20
		CITY OF GARDE	N GROVE
	Ву		f the City of Garden
			f the City of Garden Grove
ATTEST:			
City Clerk of the City of Garden Grove			
STATE OF CALIFORNIA COUNTY OF ORANGE			
I am the <u>City Engineer of the City of Gar</u>	den Grove.		
I have read the foregoing Notice of Cocontents thereof; and I certify that the matters, which are therein stated upon the true.	e same is true	of my own know	vledge, except as to those
I certify (or declare), under penalty of pe	erjury, that the f	oregoing is true ar	nd correct.
Executed on August 8, 2023 (Date)	at <u>Ga</u>	orden Grove (Place)	_, California

Dan Candelaria, P. E., T.E. City Engineer

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: William E. Murray

Dept.: City Manager Dept.: Public Works

Subject: Approval of a Cooperative Date: 8/8/2023

Agreement with the City of Stanton for the FY 2023/24 Citywide Street Resurfacing Project. (Cost: \$7,690)

(Action Item)

OBJECTIVE

For City Council to approve the Cooperative Agreement between the City of Stanton and the City of Garden Grove for the FY 2023/24 Citywide Street Resurfacing Project (CP1380000).

BACKGROUND

The City of Stanton is preparing a citywide street resurfacing project which includes sections of Katella Avenue and Dale Street. A small, but important portion of the work lies within the intersection of the Katella Avenue/Dale Street intersection within the City of Garden Grove, estimated at approximately 4,300 square feet. The City of Stanton identified this need and has offered to complete the work in cooperation with the City of Garden Grove.

The proposed cooperative agreement is for construction costs and construction administration of Garden Grove's portion of the project. The City of Stanton will serve as lead agency on this project.

DISCUSSION

Staff has reviewed the plans, specifications, and construction estimate of the project, and verified the location of Garden Grove's portion. The project cost for City of Garden Grove's portion is estimated at \$7,690.

FINANCIAL IMPACT

There is no impact to the General Fund. The funding for the City of Garden Grove's portion of the City of Stanton FY 2023/24 Citywide Street Resurfacing Project is included in the Fiscal Year 2023-24 adopted Capital Improvement Plan budget and is

funded by Gas Tax Funds.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Cooperative Agreement with the City of Stanton for the FY 2023/24 Citywide Street Resurfacing Project (CP-1380000), and;
- Authorize the City Manager to execute the agreement, and make minor modifications as appropriate thereto, on behalf of the City.

By: Mark Uphus, Sr. Civil Engineer

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Cooperative Agreement_Cities of Stanton and Garden Grove	7/31/2023	Agreement	Stanton-GG_Coop_Agmt _KatellaDale_Final.docx

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement"), dated this	day	of
, 2023, is made and entered into by and between the	City	of
Stanton, a municipal corporation, hereinafter referred to as "STANTON" and the	City	of
Garden Grove, a municipal corporation, hereinafter referred to as "GARDEN GRO)VĖ"	

WITNESSETH:

WHEREAS, STANTON is contemplating the rehabilitation of the pavement surface of that portion of Katella Avenue and Dale Avenue intersection located in the City of Stanton, (hereinafter the "STANTON PORTION"); and,

WHEREAS, there is a portion of Katella Avenue and Dale Avenue located within the boundaries of *GARDEN GROVE* (hereinafter "*GG PORTION*"); and,

WHEREAS, GARDEN GROVE desires to have STANTON rehabilitate the GG PORTION of Katella Avenue and Dale Avenue in conjunction with the STANTON PORTION, collectively the "PROJECT", and STANTON is willing to do so. The exact location of the GARDEN GROVE is described in detail in the document attached hereto as Exhibit A, incorporated herein by this reference. The estimated cost of the GG PORTION, including a ten percent (10%) contingency, is Seven Thousand Six Hundred Ninety Dollars (\$ 7,690.00) (the "Estimated Cost").

NOW, THEREFORE, in consideration of the following promises, covenants, and conditions, the parties hereto do agree as follows:

1. **DUTIES OF STANTON**

Upon commencement of the PROJECT, STANTON shall include the a. GARDEN GROVE PORTION as a part of STANTON's public works project, prepare the request for bids, hire the lowest responsible bidder (the "Successful Contractor"), and oversee and administer the **PROJECT** in the **GARDEN GROVE PORTION** in the same manner and to the same extent as the STANTON PORTION, all in accordance with all applicable laws governing construction of public works by **STANTON**, including, but not limited to, the California Environmental Quality Act, performance and labormaterialmen bonds, and laws governing public bidding and the payment of prevailing wages. If STANTON, in its sole discretion, determines not to proceed with the **PROJECT** at any time prior to commencement of actual work, this Agreement shall terminate with no further action required by either party. In the event the projected actual cost of the **GG PORTION**, as reflected in the Successful Contractor's bid, exceeds the Estimated Cost by twenty percent (20%), STANTON shall not award a contract to the

- Successful Bidder for the **GG PORTION** without prior written approval of **GARDEN GROVE**.
- b. At least thirty (30) calendar days prior to release of the Notice Inviting Bids for the PROJECT, STANTON'S City Engineer shall provide GARDEN GROVE'S City Engineer a copy of the PROJECT'S plans and specifications for his approval, which approval shall not be unreasonably withheld. If GARDEN GROVE'S City Engineer objects to the plans and specifications, and if his objections cannot be satisfied through discussions with STANTON'S City Engineer, the GG PORTION shall not be included in the PROJECT and STANTON shall proceed with the STANTON PORTION only.
- c. **STANTON** agrees that it shall not permit nor cause any hazardous materials to be brought upon, kept, used, stored, generated or disposed of in, or, or about the **GARDEN GROVE PORTION**. "Hazardous Materials" shall mean any material that, because of its quantity, concentration, or physical or chemical characteristics, or any combination thereof, is deemed by a federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.
- d. **STANTON** shall ensure that its contract with the Successful Contractor requires the Successful Contractor provide insurance acceptable to **GARDEN GROVE** as shown in Exhibit "B," to name **GARDEN GROVE** as an additional insured, and to indemnify, defend, and hold harmless **GARDEN GROVE** in the same manner and to the same extent as **STANTON**. **STANTON** shall not permit construction of any portion of the **PROJECT** to commence until evidence of the required insurance and additional insured endorsements have been provided to and approved by **GARDEN GROVE**.

2. **GARDEN GROVE'S DUTIES**

- a. **GARDEN GROVE** shall pay **STANTON** for the actual cost of the work on the **GG PORTION** based upon unit prices bid of the Successful Contractor and quantities actually used on the **GG PORTION**. **GARDEN GROVE** shall pay **STANTON** the total amount due for the **GG PORTION** upon official final approval of the work by **GARDEN GROVE** provided that such final approval shall not be unreasonably withheld. Garden Grove shall render payment to Stanton for the full amount of the Garden Grove Portion within 60 days of providing official final approval of the work.
- b. **GARDEN GROVE** agrees that any permits required by the Successful Contractor for the work to be performed on the **GG PORTION** shall be issued to the Successful Contractor at no cost to **STANTON** or the Successful Contractor.

- c. **GARDEN GROVE** shall provide its own inspection services for the **GG PORTION** of the work.
- d. **GARDEN GROVE** agrees to fully cooperate with **STANTON** and the Successful Contractor in the prosecution of the work, traffic control, and any other matters required for completion of the **PROJECT** in the **GG PORTION**.
- e. **GARDEN GROVE** acknowledges that **STANTON** is not the contractor for the **PROJECT** and that **STANTON** does not warrant any work performed by the Successful Contractor. Notwithstanding the above, **STANTON** shall require the Successful Contractor to provide **GARDEN GROVE** with any and all warranties, insurance coverage, and indemnities and any other rights the Successful Contractor agrees to provide to **STANTON** under the construction contract and as provided by law.
- f. In addition to the above, **GARDEN GROVE** also agrees to pay **STANTON** for all costs associated with any change orders pertaining to the **GG PORTION**, provided the change orders have been previously approved in writing by **GARDEN GROVE's** City Engineer.

3. **ENTIRE AGREEMENT**

This writing constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all oral or written representations or written agreements that may have been entered into between the parties. No modifications or revisions shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

4. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement and any of the attached Exhibit, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

5. **ASSIGNMENT**

Neither **STANTON** nor **GARDEN GROVE** may assign or transfer its rights or obligations under this Agreement, or any part thereof, without the written consent of the other party.

6. **ATTORNEYS' FEES**

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California. If any portion of this Agreement is held invalid under any applicable statute or rule of law, then such portion only shall be deemed invalid. Venue shall exclusively be in a court of competent jurisdiction in the County of Orange, California.

8. **NO WAIVER**

No waiver or failure to exercise any right, option, or privilege under the terms of this Agreement on any occasion shall be construed to be a waiver of any other right, option, or privilege on any other occasion.

9. **NO THIRD PARTY RIGHTS**

The parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

10. **NOTICES**

Notices and communication concerning this Agreement shall be sent to the following addresses:

GARDEN GROVE STANTON

City of Garden Grove
Attention: Dan Candelaria, P.E., T.E.
City Engineer
City Engineer
City of Stanton
Attention: Cesar Rangel, P.E.
Public Works Director/City
Engineer
7800 Katella Avenue
Garden Grove, CA 92842
Stanton, CA 90680

Either party may, by notice to the other party, change the address specified above. Any notices, documents, correspondence or other communications concerning this Agreement may be provided by personal delivery, facsimile or mail and shall be addressed as set forth above. Such communication shall be deemed served or delivered:

a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) five (5) calendar days after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

11. **EFFECTIVE DATE**

The effective date of this Agreement shall be the latest date of execution hereinafter set forth opposite the names of the signatures hereto.

12. **INDEMNITY**

STANTON and **GARDEN GROVE** each hereby agrees to indemnify, defend, protect and hold harmless the other party, and its elected and appointed officials, officers, employees, representatives, volunteers, and agents from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, workers' compensation benefits, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses of any kind or nature, arising from the activities of the indemnitor or its officers, agents, or employees on the PROJECT, or any breach of contract, negligent acts, omissions or breach of law, or willful misconduct of the indemnitor, or its officers, agents, or employees arising out of the performance of, or failure to perform, any provisions of this Agreement. Neither party assumes liability for the acts or omissions of persons other than each party's respective officers, agents, or employees. In the event judgment is entered against both parties because of joint or concurrent negligence of both parties, or their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. The respective obligations of the parties pursuant to this Section shall survive expiration or earlier termination of this Agreement.

13. **COOPERATION**

In the event any claim or action is brought against **STANTON** relating to the performance rendered under this Agreement, **GARDEN GROVE** shall render any reasonable assistance and cooperation which **STANTON** might require.

14. **COSTS**

Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

15. **HEADINGS**

Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or

interpretation of this Agreement.

16. **CONSTRUCTION**.

The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

17. **SEVERABILITY**

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

18. **COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

19. **CORPORATE AUTHORITY**

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

CITY OF GARDEN GROVE, a municipal corporation	ATTEST:
By:	
By: Lisa Kim, City Manager	Teresa Pomeroy, Garden Grove City Clerk
APPROVED AS TO FORM:	DATE OF EXECUTION:
Omar Sandoval, Garden Grove City Attorney	
CITY OF STANTON, a municipal corporation	ATTEST:
By:	
Hannah Shin-Heydorn, City Manager	Patricia Vazquez, Stanton City Clerk
APPROVED AS TO FORM:	DATE OF EXECUTION:
Best Best & Krieger LLP, Stanton City Attorney	

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa Kim From: Amir El-Farra

Dept.: City Manager Dept.: Police Chief

Subject: Approval of an agreement Date: 8/8/2023

with Performa-Labs to provide subscription-based training course software for the Police Department. (Cost: \$94,600) (Action

Item)

OBJECTIVE

To obtain City Council approval to enter into an agreement with Performa-Labs to provide subscription-based training course software for the Garden Grove Police Department.

BACKGROUND

With modern law enforcement constantly evolving and requiring officers to adapt to new challenges, technologies and legal developments, Performa-Labs has produced a one-of-a-kind training software that is developed and produced solely by them. The training software is POST approved and will be utilized for all sworn Police personnel.

DISCUSSION

Performa Labs utilizes real-life body worn camera footage to create POST-approved training videos that cover a variety of topics, including de-escalation and use of force. This training will provide our officers with cutting-edge resources that will enable them to develop and refine their skills to effectively address the ever-evolving challenges they encounter in the line of duty. The programs offer unique features and benefits that align seamlessly with our Department's specific training requirements.

Pursuant to Garden Grove Municipal Code Section 2.50.060(c) and (f), it is recommended that the City Council approve award of the contract as a sole source being that the software and services can only be obtained from the vendor and the contract is for professional services to be let based on the vendor's qualifications.

FINANCIAL IMPACT

Total cost under this agreement shall not exceed the amount of Ninety Four Thousand Six Hundred Dollars (\$94,600) for the first fiscal year; Performa-Labs waived the initial implementation cost of \$13,760.

After expiration of the initial one (1)-year subscription term, the agreement will automatically renew for additional one (1)-year terms unless the City delivers to Performa written notice of termination at least thirty (30) days prior to the end of the then-current term.

The initial term of this agreement will be funded by a combination of available asset forfeiture and POST funding sources; there will be no burden on the General Fund. Alternative funding sources may be pursued in subsequent fiscal years.

RECOMMENDATION

It is recommended that the City Council:

- Approve an agreement with Performa-Labs for subscription-based training courses in the amount of \$94,600 per year;
- Authorize the City Manager to execute the agreement, and make minor modifications as appropriate thereto; and
- Authorize the City Manager to execute future amendments to the contract, including the authorization to enter into options years, provided sufficient funds are available.

Prepared by: Lieutenant Vincente Vaicaro

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Agreement	7/28/2023	Agreement	Performa_Labs_GGPD_Agreement.pdf
Memorandum	7/28/2023	Backup Material	Performa_Labs_Sole_Source_Memo.pdf

PERFORMA SOFTWARE-AS-A-SERVICE AGREEMENT

THIS PERFORMA SOFTWARE-AS-A-SERVICE AGREEMENT (together with all attachments hereto, the "Agreement"), is made effective as of July 1, 2023 (the "Effective Date") and supersedes any previous agreements regarding PERFORMA SOFTWARE-AS-A-SERVICE, by and between PERFORMA LABS, INC., a Delaware corporation having its principal place of business at 19600 Fairchild Rd, Suite 300, Irvine, CA 92612 ("PERFORMA") and the City of Garden Grove, a municipal corporation, by and through the Garden Grove Police Department, a municipal police department having its principal place of business at 11301 Acacia Pkwy, Garden Grove, CA 92840 ("Client").

Recitals

WHEREAS, PERFORMA's App (as defined below) and proprietary training material provide to California peace officers self-study training that is approved and certified by the California Commission on Peace Officer Standards and Training ("POST");

WHEREAS, the California state legislature requires California peace officers to complete certain POST-certified training courses during each POST Mandate Cycle (as defined below) (completion of each such training course, "POST Credit");

WHEREAS, the App allows law enforcement agencies to train peace officers using realistic scenarios based on actual body worn camera footage, allows App users flexibility to complete training at their convenience and in accordance with an agency's policy, schedule, and allows agencies to monitor the progress and completion of training; and

WHEREAS, Client desires to utilize the App in conjunction with in-person and other training programs to comply with POST requirements, to simplify and decrease the effort, time, and cost of training, and to increase the efficacy of Client's training program.

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

1. Definitions. As used in this Agreement, the following capitalized terms have the meanings set forth below:

"Admin Console" is a function provided in connection with the App to allow designated Client Admin(s) to access Admin Reports electronically.

"Admin Report" means data provided in electronic form created and compiled by PERFORMA for Client Admin(s) concerning the progress and completion of Modules by Users.

"Anonymized Data" means electronic data or information compiled or derived by PERFORMA based on User Data that has been deidentified, aggregated or anonymized such that it cannot reasonably be linked to Client or a particular User.

"App" means the iOS and Android mobile application that PERFORMA provides to Client Admins and Users to access the Service.

"Client Admins" means the persons employed by Client who shall be PERFORMA's primary points of contact regarding the Service. Client shall have at least one designated Client Admin. Each Client Admin shall have access to Admin Reports.

"Module" means a proprietary self-study training module consisting of four (4) Training Courses available to authorized Users through the App.

"POST Mandate Cycle" means each two-year training period established by the California state legislature during which peace officers shall complete certain POST-certified training content for POST Credit, if applicable. A POST Mandate Cycle runs from January 1, 2021 through December 31, 2022; January 1, 2023 through December 31, 2024; and so on and so forth every two (2) calendar years thereafter.

"Seat" means access to the Service via the App by a single unique User for the completion of one (1) Training Course or Module (as set forth on Attachment A), and such Training Course's or Module's associated POST Credit, if applicable, during the Subscription Term or Renewal Term then in effect.

"Service" means providing (i) those Training Courses and Modules set forth on Attachment A to Users via the App and (ii) Admin Reports to Client Admins via the App or electronically. The Service includes PERFORMA's storing, hosting, managing, maintaining, and supporting the Software, App, and Admin Console.

"Service Fees" means the total fees charged for all Seats purchased during the Term of this Agreement.

"**Software**" means PERFORMA's proprietary software (including algorithms and domain expertise) and associated third-party software used by PERFORMA to provide the Service.

"Subscription Term" means the period during which PERFORMA shall make the Software available for use by Users as set forth on <u>Attachment A</u>.

"Term of this Agreement" means the period commencing on the Effective Date and terminating upon termination of this Agreement. The Term of this Agreement shall include the Subscription Term together with all Renewal Terms (as defined below), if any.

"Training Course" means a single training course completed by a User during the Subscription Term or Renewal Term then in effect.

"Users" means those Client personnel authorized to use the App and the Service.

"User Data" means all electronic data or information submitted by Client and Users to the Service, as well as any electronic data or information generated or recorded by Performa concerning Client or Users' use of the Service.

- **2. Provision of the Service**. PERFORMA shall make the Service available to Client and Users during the Subscription Term pursuant to the terms and conditions set forth in this Agreement.
- 3. Use of the Service.
 - **POST Reporting**. When a User completes or passes a Training Course or Module eligible for POST Credit, Client authorizes PERFORMA to report to POST the name of the User and the results of the Training Course or Module.
 - 3.2 Client Responsibilities.

- 3.2.1 <u>Client Admins</u>. Client shall notify PERFORMA in writing of the name, title, telephone number, and email address of each of its Client Admins. Client shall keep this information up to date during the Term of this Agreement. Client shall have at least one designated Client Admin at all times during the Term of this Agreement.
- 3.2.2 <u>User Eligibility and Conduct</u>. Client shall provide the names and email addresses (departmental or Client web domain email addresses only) of those persons who shall be Users of the Service. Client shall submit User information in an electronic format provided or specified by PERFORMA.
 - 3.2.1.1 Client is responsible for determining the eligibility of persons who it designates as Users under this Agreement. Users shall be employees of Client and at least 18 years of age.
 - 3.2.1.2 Client shall be liable for any conduct or actions of its Users that violates this Agreement.
 - 3.2.1.3 Client shall notify PERFORMA within five (5) days of any User who is no longer eligible or authorized to be a User, including but not limited to ineligibility by reason of termination of employment with Client.
- 3.2.2 <u>Client Policies</u>. Client shall establish a training schedule and policies governing its Users' use of the Service, which policies shall not conflict with the terms set forth in this Agreement. As between Client and PERFORMA, Client shall be solely responsible for scheduling permitted times that Users may access the Service and ensuring that its Users complete all training in a timely manner (*e.g.*, prior to the termination of a POST Mandate Cycle, the Subscription Term, or a Renewal Term, as applicable).

3.3 Usage Guidelines.

- 3.3.1 <u>Permitted Use</u>. Client and Users shall use the Service solely for training Users and monitoring Users' training progress through the Admin Console as contemplated by this Agreement.
- 3.3.2 License Grant and Restrictions.
 - 3.3.2.1 PERFORMA hereby grants a license to one (1) Seat to each User of the Service. Once a Seat is assigned to a User, (i) the User shall create a User ID and password, (ii) such Seat license may not be transferred to another User. Access to that Seat and its related training content, and the license granted thereto, shall automatically terminate upon the earlier of (A) the termination of the Subscription Term or Renewal Term then in effect, and (B) the date such User is no longer permitted to access the Service, including as a result of Client's termination of User's employment.
 - 3.3.2.2 Upon commencement of a Renewal Term, each User shall be granted a new license to one (1) Seat to access the Service, complete the associated Training Course or Module (as set forth on Attachment A), and obtain associated POST Credit, if applicable; provided that Client shall remit to PERFORMA Service Fees for each Seat during the Renewal Term in accordance with Section 4.1.
- 3.3.3 Additional Seat Purchases. Client may, from time to time during the Term of this Agreement, elect to assign Seats in excess of that number of Seats purchased on Attachment A to Users through the Admin Console (such Seats, the "Additional Seats"). Each Additional Seat assigned to a User shall be subject to PERFORMA's prices then-prevailing rates and Client shall remit payment for all such Additional Seats upon receipt of PERFORMA's invoice therefor in accordance with

<u>Section 4</u>. Users of Additional Seats shall be subject to those terms and conditions set forth herein that are applicable to Seats.

3.3.4 Prohibited Uses.

- 3.3.4.1 Client, Client Admins, and Users shall not copy, reverse engineer, license, sublicense, sell, resell, rent, transfer, lease, assign, distribute, time share, or otherwise commercially exploit or make the Service, App, Admin Console, and Modules available to any third party. Without limiting the generality of the foregoing, Users and Client Admins may not take screenshots or screen captures or any other reproduction of the App or Modules.
- 3.3.4.2 Client, Client Admin(s), and Users shall not attempt to gain unauthorized access to the Service, App Modules, Admin Console, and related systems or networks.
- 3.3.4.3 Client, Client Admin(s), and Users shall not share their login information to access the App, including User IDs and passwords, with any other persons or display any content of the Modules to any other persons.
- 3.3.5 <u>Compliance with Guidelines</u>. Client shall be responsible for ensuring that all Client Admins and Users comply with the use guidelines set forth in this <u>Section 3.3</u>, as well as any additional reasonable guidelines and policies established by Client for their personnel regarding use of the App and Service as communicated to PERFORMA by Client from time to time during the Term of this Agreement. PERFORMA reserves the right to block access to the Service by any person who violates the terms of this Agreement or otherwise interferes with PERFORMA's ability to provide the Service to any Client, Client Admin, or User.
- 3.3.6 <u>Accessing the App</u>. Client, Client Admins, and Users shall download the App using a private link provided by PERFORMA. Client, Client Admins,

and Users shall provide their own Internet service and mobile devices operating on either iOS or Android operating systems. No other operating systems are supported at this time. The Service is not available through a web browser.

3.3.7 <u>Supported Software</u>. PERFORMA supports use of the App only on devices using the most current version of the iOS or Android operating systems and the prior two versions of such operating systems. New releases of the iOS or Android operating systems may not be supported for up to three months after their public release.

4. Service Fees and Payments.

- 4.1 Minimum Purchase. Client shall pay in advance the Service Fees specified in Attachment A based on the number of Seats purchased by Client. Client shall purchase one (1) Seat during the Subscription Term and each Renewal Term, if applicable, for each of Client's sworn peace officers and peace officer trainees or cadets. Client may purchase additional Seats for anticipated hiring during the Term of this Agreement.
- **4.2 Refunds**. Service Fees are not refundable in whole or in part in the event that Users do not use, complete, or pass the Training Course or Module for which the Seat was purchased.
- 4.3 Invoicing & Payment. The Service Fees shall be invoiced by PERFORMA as set forth on Attachment A. Payments are due within 30 days of Client's receipt of the invoice. Any invoices unpaid after 30 days will be subject to interest at the rate of ten percent (10%) per annum.
- 4.4 Automatic Renewal. After expiration of the Subscription Term, this Agreement shall automatically renew for additional one (1)-year terms (each, a "Renewal Term"), unless Client delivers to PERFORMA written notice of termination at least thirty (30) days prior to the end of the then-current term. Client shall advise PERFORMA of changes to the aggregate number of Client's sworn peace officers and/or peace officer trainees or cadets employed by Client upon commencement

- of the Renewal Term and the information set forth in <u>Section 3.2.2</u> so that each such person may have access to the App extended or removed as an authorized User.
- 4.5 Service Fee Adjustments. Service Fees shall adjust upon commencement of each Renewal Term to reflect PERFORMA's then-prevailing rates. In addition, from time to time during the Term of this Agreement PERFORMA may adjust its Service Fees for all Seats purchased after the effective date of such adjustment upon written notice to Client.
- 4.6 Multi-Year Discount. Notwithstanding the terms set forth in Section 4.5, in the event PERFORMA has agreed to a multi-year Service Fee discount in exchange for Client's agreement to commit to a Term of this Agreement in excess of one (1) year (a "Multi-Year Discount"), such Multi-Year Discount shall remain in effect and any Service Fee price adjustments shall not take effect until the term for which such Multi-Year Discount applies terminates (the "Multi-Year Discount Term"). The Multi-Year Discount and Multi-Year Discount Term, if any, shall be set forth in Attachment A. If Client terminates this Agreement pursuant to Section 9.1 prior to termination of the Multi-Year Discount Term, PERFORMA shall be entitled to receive a true-up amount equal to the difference between (i) the Service Fees PERFORMA would have earned (including as a result of any price adjustments) had the Multi-Year Discount not been in effect, and (ii) the Service Fees subject to the Multi-Year Discount.
- **4.7 Suspension of Service.** If the Service Fees (except fees then subject to Client's good faith dispute) are 45 days or more overdue, then, in addition to any of its other rights or remedies, PERFORMA may suspend Client's access to the Service, without liability to Client, until all such amounts are paid in full.
- **4.8 Taxes**. Unless otherwise stated, PERFORMA's fees do not include any local, state, federal, or foreign taxes, levies or duties of any nature ("**Taxes**"). Client is responsible for paying all Taxes, excluding taxes based only on PERFORMA's income. If PERFORMA has the legal obligation to collect or remit Taxes for which

Client is responsible under this section, the amount of such Taxes shall be invoiced to and paid by Client unless Client provides PERFORMA with a valid Tax exemption certificate authorized by the appropriate taxing authority.

5. Proprietary Rights.

- 5.1 **Reservations of Rights.** Client acknowledges that in providing the Service, PERFORMA utilizes (i) the PERFORMA name, the PERFORMA logo, the PERFORMA-LABS.com domain name, the product and service names associated with the Service, and other registered or unregistered trademarks and service marks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how, and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "PERFORMA Technology") and that the PERFORMA Technology is covered by intellectual property rights owned or licensed by PERFORMA (collectively, "PERFORMA IP Rights"). Other than as expressly set forth in this Agreement, no license or other rights in or to the PERFORMA Technology or PERFORMA IP Rights are granted to Client, Client Admins, or Users, and all such licenses and rights are and shall remain with PERFORMA and its licensors and are hereby expressly reserved.
- 5.2 License Grant. PERFORMA grants Client and its Users a worldwide, non-exclusive, non-transferable, non-sublicensable right to access and use the App and Software hosted by PERFORMA in connection with PERFORMA's provision of the Service in accordance with the terms of this Agreement.
- 5.3 Restrictions. Client and Users shall not (i) modify, copy, or create derivative works based on the Service or the PERFORMA Technology; (ii) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service; (iii) bypass or breach any security device or protection used by the Service or access or use the Service other than by a User through the use of his or her own then-valid access credentials; (iv) remove, delete, alter, or obscure any

trademarks, specifications, documentation, end-user license agreement, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Service; or (v) disassemble, reverse engineer, decode, or decompile the Service or PERFORMA Technology, or otherwise attempt to derive or gain access to it, for any reason whatsoever, including to (A) build a competitive product or service, (B) build a product or service using similar ideas, features, functions or graphics of the Service, or (C) copy any ideas, features, functions or graphics of the Service. Client, Client Admins, and Users may not create, store, or disseminate screenshots or capture screen images from the App, Module(s), or Admin Console.

- **Suggestions**. PERFORMA shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client or its Users relating to the operation of the Service.
- electronically certain User Data and Anonymized Data that PERFORMA derives therefrom. The parties agree that all such User Data and Anonymized Data are the exclusive property of PERFORMA; provided, however, that PERFORMA shall maintain the confidentiality of all User Data and shall not disclose User Data to any third party without the written consent of Client unless required to do so in response to a subpoena, discovery request, document request, Public Records Act request, or any other valid court order, or as otherwise required by applicable law or regulation.
- 5.6 Compelled Disclosure. In the event PERFORMA is required by law, regulation, or a valid and effective subpoena or order issued by a court of competent jurisdiction to disclose User Data or any other information (with the exception of Anonymized Data) related to this Agreement (any such request, a "Compelled Disclosure"), PERFORMA shall promptly notify Client in writing of the existence, terms and circumstances surrounding such Compelled Disclosure so that Client may take any

measures, at Client's expense, that it deems appropriate to oppose or respond to the request. At Client's request, PERFORMA shall provide all cooperation and assistance as may reasonably be requested by Client in responding to the Compelled Disclosure, or seeking a protective order or other appropriate remedy to prevent or limit the scope of any such Compelled Disclosure. Client shall promptly reimburse PERFORMA for all costs or expenses of whatever kind, including personnel-related costs, reasonable attorneys' fees, court costs and expenses, and court sanctions or penalties, incurred by PERFORMA in responding to any Compelled Disclosure.

6. Warranties, Limitations, and Disclaimers.

- **6.1 PERFORMA Warranty**. PERFORMA warrants that it will provide the Service in a manner substantially consistent with this Agreement and any documentation provided by PERFORMA in connection with the Service.
- Sole Remedy for PERFORMA Warranty. In the event that PERFORMA provides the Service on the terms set forth in this Agreement in a manner that significantly affects the use of the Service, the App, or Admin Console and Client so notifies PERFORMA with a written report of such failure via email to customerservice@performa-labs.com, PERFORMA's sole obligation shall be to use commercially reasonable efforts to correct such failure promptly.
- 6.3 Limitations. Although PERFORMA has used its diligent efforts to ensure the accuracy, completeness, timeliness, and accessibility of the Service, Module(s), App, and Admin Console, Client agrees that neither PERFORMA nor PERFORMA's third-party software or service providers shall have any liability whatsoever for the accuracy, completeness, timeliness, or accessibility of the Service, Module(s), App, and Admin Console, or for any decision made or action taken by Client or Users in reliance upon information or data conveyed through the Service, Module(s), App, and Admin Console, or for interruption of any aspect of the Service, Module(s), App, and Client Console. Client agrees and acknowledges that PERFORMA shall in no event be held responsible for any problems with the

- Service, Module(s), App or Admin Console attributable to the public or private Internet infrastructure or Client's and Users' ability to connect to the Internet.
- 6.4 Authorization. PERFORMA is either (i) the owner of the Software, App, Admin Console, and Module(s) or (ii) authorized to provide the Service pursuant to the terms of this Agreement, and has sufficient right, title, and interest in the Software, App, Admin Console, and Module(s) to grant the license contemplated by this Agreement, and (iii) PERFORMA is not currently engaged in any litigation or legal proceeding of any kind, the subject of which is the Service, Software, App, Admin Console, and Module(s); and to the knowledge of PERFORMA, no legal action pertaining in any manner to the Service, Software, App, Admin Console, and Module(s) is threatened.
- **Open-Source Software**. The Service, Software, and App do not make use of Open-Source Software in any way that would otherwise make the Service, Software, or App Open-Source Software.
- PROVIDED BY PERFORMA AND ITS THIRD-PARTY SOFTWARE AND SERVICE PROVIDERS WITH NO WARRANTIES OF ANY KIND EXCEPT THOSE EXPRESSLY SET FORTH IN THIS SECTION 6, AND PERFORMA AND ITS THIRD-PARTY SOFTWARE AND SERVICE PROVIDERS HEREBY DISCLAIM ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PERFORMA DOES NOT WARRANT THAT THE SERVICE, MODULE(S), APP, AND ADMIN CONSOLE WILL BE UNINTERRUPTED, ERROR FREE, OR COMPLETELY SECURE.

7. Limitation of Liability.

7.1 Limitation of Action. Except for actions for non-payment or breach of intellectual property rights, no action (regardless of form) arising out of this Agreement may

- be commenced by either party more than two (2) years after the cause of action has accrued.
- 7.2 Limitation of Liability. EXCEPT FOR ACTIONS FOR NON-PAYMENT, BREACH OF INTELLECTUAL PROPERTY RIGHTS, OR BREACHES OF SECTIONS 3.3 OR 5.3, IN NO EVENT SHALL EITHER PARTY BE ENTITLED TO INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR RELIANCE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, UNDER ANY CLAIM OR CAUSE OF ACTION, WHETHER BASED ON LEGAL OR EQUITABLE DOCTRINES. IN NO EVENT WILL PERFORMA'S LIABILITY TO CLIENT ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE ACTUAL AMOUNT PAID TO PERFORMA BY CLIENT IN THE 12 MONTHS PRECEDING THE ACCRUAL OF THE CAUSE OF ACTION THAT GIVES RISE TO THE CLAIM.
- **7.3 Data Charges.** In no event shall PERFORMA be liable for data or connection charges incurred by Client, Client Admin(s), and Users to download, access, or use the App, Admin Console, or Service.
- 7.4 Basis of Bargain; Failure of Essential Purpose. Client acknowledges that PERFORMA has furnished access to the Service, App, Admin Console, and Module(s)in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. Client agrees that the limitations and exclusions of liability and disclaimers specified herein will apply and survive termination even if found to have failed their essential purpose.

8. Indemnification.

8.1 Client Indemnification. Subject to PERFORMA's indemnification obligations in Section 8.2, and in addition to Client's indemnification obligations set forth in Section 5.6, Client shall indemnify PERFORMA against, and hold PERFORMA harmless from, any claim, demand, cause of action, damage, liability, or expense, including reasonable attorneys' fees incurred by PERFORMA arising out of: (i)

- Client's, Client Admins' or Users' use of the Service and App, or (ii) the acts or omissions of Client and its Client Admins, Users, employees, or agents.
- 8.2 PERFORMA Indemnification. PERFORMA expressly agrees to defend, save, hold harmless, and indemnify Client from any and all third party claims, suits, actions, losses, damages, liabilities, statutory penalties, costs and expenses of any nature whatsoever resulting from, arising out of or relating to any claims that the Service and App or use thereof infringe any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right (collectively, "Intellectual Property Rights") of any third party, provided that Client gives PERFORMA prompt notice of such claim, suit or proceeding, and gives PERFORMA the full information and reasonable assistance in the defense or settlement of such claim, suit, or proceeding. PERFORMA shall be entitled to direct such defense and to settle or otherwise dispose of such claim, suit or proceeding as it sees fit, provided that PERFORMA shall not be entitled to agree to any judgment or settlement that imposes any monetary obligation on Client without the prior written consent of Client. If PERFORMA believes at any time that the services infringe a third party's Intellectual Property Rights, PERFORMA may, (i) replace an infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item; or (ii) obtain for Client the right to continue to use the infringing item; (iii) modify the infringing item to be non-infringing, provided that, following any replacement or modification made pursuant to the foregoing, the services continue to function in conformance with this Agreement, and (iv) if (i) through (iii) are not commercially practicable, PERFORMA may terminate the Agreement and refund on a pro rata basis any unused portion of the Service Fees paid upfront.
 - 8.2.1 Notwithstanding anything herein to the contrary, PERFORMA shall not be liable under this Article 8.2 for any claim for infringement based on the following:

- 8.2.1.1 Client's modification of the Service, Software, Modules, App, or Admin Console without the written permission of PERFORMA.
- 8.2.1.2 Use of the Service, Software, Modules, App, or Admin Console in a manner other than as contemplated by this Agreement, or as authorized in writing by PERFORMA.
- 9. Termination.
- 9.1 Termination for Convenience. Client shall have the right to partially or completely cancel the Service upon thirty (30) days' written notice to PERFORMA. Termination for convenience does not entitle Client to a refund of any fees paid for the Service, whether or not the Service has been used in full or in part.
- **9.2 Termination for Cause.** Either party may terminate this Agreement upon 30 days' written notice of a material breach to the other party if such breach remains uncured at the expiration of such period.
- **9.3 Surviving Provisions**. The following provisions shall survive the termination or expiration of this Agreement for any reason and shall remain in effect after any such termination or expiration for a period of three (3) years: Sections 5 (excluding Section 5.2), 6, 7, 8, 9, 10, and 11.
- **9.4 User Data after Termination**. PERFORMA may retain User Data after termination, subject to the provision of Section 5.5 and 5.5.1 above. Client may request to receive an electronic copy of User Data upon termination.

10. Dispute Resolution.

10.1 Negotiation. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation directly between executives of each party who have authority to settle the controversy. Any party may give the other party written notice of any dispute that arises under this Agreement. Within 15 days after delivery of the written notice, the receiving party shall provide a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments

supporting that position, and (b) the name and title of the executive who will represent that party at the negotiation and of any other person who will accompany the executive. Within 30 days after delivery of the initial written notice, the designated executives of both parties shall meet at a mutually acceptable time and place.

- 10.1.1 Unless otherwise agreed in writing by the negotiating parties, the above-described negotiation shall end at the close of the meeting of designated executives ("Meeting"). Ending the Meeting without a resolution shall not preclude further negotiation or mediation, if mutually desired by the parties.
- 10.1.2 All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation and the Meeting by any of the parties, their agents, employees, experts and attorneys are confidential, privileged, and inadmissible for any purpose, including impeachment, in an arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.
- 10.1.3 At no time prior to the conclusion of the Meeting shall either side initiate an arbitration or other legal proceeding related to this Agreement except to pursue a provisional remedy that is authorized by law or by the JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of Paragraph 10.1 above.
- 10.1.4 All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in Paragraphs 10.1 and 10.1.1 above are pending and for 15 calendar days thereafter. The parties will take such action, if any, required to effectuate such tolling.

- 10.1.5 If a party refuses to participate in the procedures and processes set forth in this Section 10.1, that party forfeits any right to recover prevailing party attorney's fees and costs in any subsequent arbitration or legal proceeding.
- Arbitration. If the procedure set out in section 10.1 above does not resolve the dispute, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Orange County, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitrator shall issue a written decision setting forth the bases for the arbitrator's ruling, and judgment on the arbitration award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
 - 10.2.1 Except for claims for violation or breach of PERFORMA IP Rights, in any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect, consequential, or reliance damages, including damages for lost profits.
 - 10.2.2 In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages.
 - 10.2.3 In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration, unless the party failed to comply with the resolution procedures as set forth in section 10.1 above and as specified in section 10.1.5. If the arbitrator determines a party to be

the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

11. General Provisions.

- Records Requests; Audits. From time to time during the Term of this Agreement, 11.1 Client or its nominee, authorized agent, or representative may, in Client's reasonable discretion, (a) request documentation or records regarding Client's or its Users' use of the Service or User Data, including for Client to comply with governmental or regulatory requests or requirements (any such request, a "Records Request"); and (b) on at least three (3) business days' notice, inspect and audit PERFORMA's records solely as they relate to this Agreement (an "Audit" and, together with a Records Request, an "Inspection"). All Audits shall be conducted during regular business hours and no more frequently than once in any 12-month period (except as otherwise required to comply with applicable law), and in a manner that does not unreasonably interfere with PERFORMA's business operations. PERFORMA shall make available its books, records, equipment, information, and personnel as may be reasonably necessary to cooperate with any Inspection. Client shall only have access to and examine information directly related to Client's or its Users' use of the Service, and shall comply with all reasonable instruction communicated by PERFORMA in completing its Inspection. Client shall promptly reimburse PERFORMA for all expenses incurred by PERFORMA in connection with any Inspection, including but not limited to time and materials costs incurred to comply with any such request.
- **11.2 Choice of Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, exclusive of conflict or choice of law rules.
 - **11.2.1** The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the

- preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).
- **11.3 No Benefit to Third Parties**. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the parties, and they are not to be construed as conferring any rights on any other persons.
- 11.4 Notices. All notices or other written communications required or permitted to be. given sent pursuant to this Agreement shall be sent by overnight delivery, registered, or certified U.S. mail (return receipt requested) and addressed to the parties at the addresses first set forth above (or such other address as may be specified by like notice).
- any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- 11.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objective of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 11.7 Assignment. Neither party may assign or transfer this Agreement or any right or obligation hereunder without the other party's prior written consent; provided, that PERFORMA may assign this Agreement in connection with a sale or transfer of substantially all of the assets of, or a majority interest in the voting shares of, PERFORMA to, or the merger or consolidation of PERFORMA with or into, any other person or company. Any assignment made in violation of this provision shall be void. Client agrees that PERFORMA may subcontract the hosting and other services to be performed in connection with this Agreement, provided that any

- such subcontracting arrangement will not relieve PERFORMA of any of its obligations hereunder.
- 11.8 Force Majeure. Except for the obligation to pay money, neither party will be liable for failure or delay in performance under this Agreement due to any cause beyond its reasonable control, including act of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, civil or military authority; terrorists, civil disturbance, fire or other catastrophe, parts shortages, governmental act, or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.
- **11.9 Use of Client's Name.** Client agrees to allow PERFORMA to use Client's name on client lists used for promotional purposes. PERFORMA is permitted to issue press releases or press statements concerning Client's use of the service.
- agreement between the parties as to its subject matter, and supersedes all previous and contemporaneous agreements, proposals, or representations, written or oral, concerning the subject matter of this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or in any other Client order documentation shall be incorporated into or form any part of this Agreement and all such terms or conditions shall be null and void.
- **11.11 Counterparts**. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

[SIGNATURES ON FOLLOWING PAGE]

Dated:	[Garden Grove Police Department	
	Ву:	
	Amir El-Farra	
	[Print Name]	
	Chief of Police	
	[Title]	
Dated:	DEDECORMA LADS INC	
Dated:	PERFORMA LABS, INC.	
	By: Anderee Berengian	
	Chief Executive Officer	
APPROVED AS TO FORM:		
[City Attorney/County Counsel/Depu	ty Attorney General for Client]	

ATTACHMENT A PRICE LIST AND SERVICE FEE CALCULATION

TRAINING MODULE DESCRIPTION	SUBSCRIPTION TERM	SEATS	UNIT PRICE	TOTAL
Use of Force PSP (up to 4 hours POST PSP-Use of Force credit)	7/1/2023 - 6/30/2024	172	\$125.00	\$21,500.00
Strategic Communications PSP (up to 2 hours POST PSP-StratComm credit)	7/1/2023 - 6/30/2024	172	\$75.00	\$12,900.00
De-Escalation Awareness & Communication (up to 4 hours POST CPT credit)	7/1/2023 - 6/30/2024	172	\$175.00	\$30,100.00
Advanced De-Escalation & Awareness Communication (up to 4 hours POST CPT credit)	7/1/2023 - 6/30/2024	172	\$175.00	\$30,100.00
				†0.4.500.00

 SUBTOTAL
 \$94,600.00

 IMPLEMENTATION COST
 \$13,760.00

 VIP CUSTOMER DISCOUNT
 (\$13,760.00)

 TOTAL
 \$94,600.00

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:

Lisa Kim

From:

Amir El-Farra

Dept:

City Manager

Dept:

Police

Subject: Request for Sole Source Approval –

Date:

July 21, 2022

Performa-Labs

The Police Department requests that Performa Labs be designated a sole source distributor for the purchase of their POST-approved training software.

The Police Department is looking to add the training software that is developed and produced by Performa Labs. Performa Labs is a sole-source product, developed, sold and distributed exclusively by Performa. The POST approved training will be utilized for all sworn Police personnel.

Performa Labs utilizes real life body worn camera footage to create POST approved training videos to cover a variety of courses that include Deescalation and Use of Force. This will provide our officers with cutting-edge training resources that will enable them to develop and refine their skills to effectively address the ever-evolving challenges they encounter in the line of duty. The programs offer unique features and benefits that align seamlessly with our Department's specific training requirements.

No other vendor is authorized to sell Performa Labs products, therefore the Department requests the above-listed vendor be considered the sole source provider of Performa Labs training programs.

Amir El-Farra Chief of Police Approved:

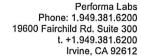
By:

Vincente Vaicaro, Lieutenant

Professional Standards Division

Lisa Kim City Manager

Attachment - Sole Source Documentation





July 12, 2023

Amir El-Farra Chief, Garden Grove Police Department 11301 Acacia Parkway Garden Grove, CA 92840

Re: Performa Labs – Sole Source Training Provider:

Chief El-Farra,

My name is Anderee Berengian, and I am CEO and an authorized representative of Performa Labs, Inc. ("Performa").

This letter is to confirm that the Performa Labs app ("Product") is a sole-source product, developed, sold, and distributed exclusively by Performa. No company known to our firm, makes a similar or competing product due to our software product being a first-of-its-kind. To this end, we have attached our extensive review of the California Commission on Police Officer Standards and Training (POST) website and its catalog of available training (https://catalog.post.ca.gov/Default.aspx).

This Product would provide POST-approved, self-paced, mobile training to the Garden Grove Police Department. These services will allow the Garden Grove Police Department to complete interactive training on a mobile app on the users' schedule, and at the department's discretion.

As there are no other like products available for purchase that serves the same function, this Product must be purchased directly from Performa at the address listed above. There are no agents or dealers authorized to represent this product.

If you desire additional information, don't hesitate to contact me at (1) 949-381-6200 at any time. Thank you for your interest in our product.

Sincerely,

Anderee Berengian CEO, Performa Labs Inc. anderee@performa-labs.com

Attachment: Comparison of Distance Learning Courses from California POST Commission Regulation 1053



Comparison of Distance Learning Courses from California POST Commission Regulation 1053

I. INTRODUCTION

This comparative research is intended to demonstrate Performa Labs sole source attributes towards aggregate training requirements as detailed by California POST Commission Regulation 1053 ("Reg 1053").

- a. Sole source attributes of Reg 1053 requirements are defined by:
 - i. Distance learning courses to specifically include self-paced modality;
 - ii. Quality assurance program review;
 - iii. Certification of Continued Professional Training ("CPT") and Perishable Skills Program ("PSP") credit.
- b. Additional attributes for sole source are qualified by:
 - i. Flexible mode of use, such as operating on a mobile platform;
 - ii. Use of body-worn camera footage for real world scenario and interactive decision making;
 - iii. Subjects of De-escalation and Use of Force led instructional objectives.
- c. Other requirements for Reg 1053, such as instructor-led online courses, blended learning courses, or hybrid courses, and factors of credit hours, were not considered in determining sole source eligibility, but were included in the research for comparison purposes.

II. METHOD

Database: California POST Catalog ("Catalog") for 2023-2024 cycle, beginning 1/1/23 to 12/31/25 (i.e., https://catalog.post.ca.gov/Default.aspx).

The Catalog does not define each course by CA Regulation title, so courses with location as Webinar was used to define Reg 1053 approved courses. The research uses Webinar only courses for comparison purposes. Webinar courses are offered more frequently than non-Reg 1053 courses, so course titles were deduplicated as a unique definition.

III. RESULTS

- a. The Catalog showed a total of 5,648 courses, of which 3,739 courses meet Reg 1053 requirements.
- b. 78 courses are unique courses under Reg 1053.
- c. 20 courses have instructional objectives subject to De-escalation and Use of Force.
- d. 9 courses have been identified as self-paced, non-instructor-led online courses. All 9 courses have CPT and/or PSP credit.
- e. 7 courses have been identified as usage of any body-worn footage.
- f. 4 courses contain only body-worn footage, interactive decision making, and the use of a mobile-based platform.
- g. These 4 courses belong to Performa Labs and total 14 hours of training for CPT and PSP credit.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: William E. Murray

Dept.: City Manager Dept.: Public Works

Subject: Award a Three (3) Year Date: 8/8/2023

Contract to W.M. Curbside, LLC, for the Used Motor Oil

Recycling Collection

Program. (Cost: \$150,000)

(Action Item)

OBJECTIVE

For the City Council to award a contract to W.M. Curbside, LLC, to administer the City's Used Motor Oil Recycling Collection Program. The contract will be set with a fixed price amount of \$150,000 for the first three-year term, with an option to extend the contract for an additional three (3) years, for a total performance period of six (6) years. Option years will be executed one (1) year at a time and will be valued at \$50,000 per option year.

BACKGROUND

State law prohibits used hazardous waste from entering landfills due to toxicity levels, which include used motor oil. Over the past fifteen years, the City has received state grant funding from the Department of Resources Recycling and Recovery's (CalRecycle) Oil Payment Program to help administer the City's Used Motor Oil Recycling Collection Program, which includes a residential door-to-door collection program, grant administration, and public education. These services have been contracted out in the past due to the required level of expertise and certification in special handling, transportation, recycling, and hazardous waste storage from state and federal regulatory agencies.

DISCUSSION

The existing contract for the City's Used Motor Oil Recycling Collection Program will be expiring in August 2023. A Request for Proposal (RFP No. S-1310) was advertised on April 14, 2023. One proposal was received and opened on May 16, 2023. The Source Selection Committee (SSC) scores were completed on June 14, 2023. Based on the proposal score results, level of expertise in providing these services, and prior experience working with the City, W.M. Curbside, LLC, was

selected.

FINANCIAL IMPACT

There is no impact to the General Fund. CalRecycle Used Oil Grant Program funds are used to cover all program costs.

RECOMMENDATION

It is recommended that the City Council:

- Award the contract for RFP No. S-1310 to W.M. Curbside, LLC, to administer the Used Motor Oil Recycling Collection Program, in the fixed price amount of \$150,000 for the first three-year term, with an option to extend said contract for an additional three (3) years. Each option year will be executed one (1) year at a time and will have a not-to-exceed value of \$50,000; and
- Authorize the City Manager to sign the contract on behalf of the City, make minor modifications as appropriate thereto, and approve each option extension.

By: Ana V. Neal, Principal Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Agreement	7/25/2023	Agreement	Final_Contract_7-12-23.pdf
Attachment B - Proposal Pricina	7/25/2023	Exhibit	Attachment_B_Pricing_Final.pdf

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this	day of	, 2023, by the CITY O I
GARDEN GROVE, a municipal corpor	ration, ("CITY")) and WM Curbside, LLC, herei
after referred to as "CONTRACTOR".		

RECITALS

The following recitals are a substantive part of this Agreement:

- 1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED ________.
- 2. CITY desires to utilize the services of CONTRACTOR Provide the collection and disposal of the Motor Oil Recycling and Used Oil Filter Collection Program for the City of Garden Grove per the Scope of Work in Attachment A and RFP S-1310.
- 3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **Term and Termination**. The term of the agreement shall be for period of three (3) fiscal years from full execution of the agreement, with an option to extend said agreement an additional three (3) fiscal years, for a total performance period of six (6) fiscal years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Proposal Pricing form (Attachment B). Contractor is required to present evidence to support performed work completion.
- 2. <u>Services to be Provided</u>. The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work which is attached as Attachment A, and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.
- 3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 <u>AMOUNT</u>. Total Compensation under this agreement shall not exceed (NTE) amount of \$150,000.00, for the first three years, payable in arrears and in accordance with the Proposal Pricing form, Attachment B. All work shall be in accordance with RFP No. S-1310.

3.2 <u>Payment</u>. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal Pricing (Attachment B).

An annual CPI Index based on All Urban Consumers, CUURA421SA0 not seasonally adjusted, all items index (CPI-U) - Los Angeles County, Riverside County, Orange County average. An average for the twelve (12) month period ending on the date of May 31. The CPI Adjustment shall not exceed five percent (5%) in any given year. Two months prior to the contract renewal, the Contractor must provide documentation supporting this rate adjustment for the City's review.

- 3.3 <u>Records of Expenses</u>. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 <u>Termination</u>. 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.

Section 4.0. INSURANCE REQUIREMENTS

- 4.1 <u>COMMENCEMENT OF WORK</u>. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.
- 4.2 <u>WORKERS COMPENSATION INSURANCE</u>. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 <u>INSURANCE AMOUNTS</u>. Throughout the term of this Agreement, CONTRACTOR shall maintain the following insurance coverages for the duration of this Agreement. Coverages are based on the services and/or operations agreed to in RFP S-1310. CONTRACTOR reserves the right to make any minor changes to the insurance terms in Section 4.0, 4.1, 4.2 and 4.3 herein, so it conforms to CONTRACTOR's insurance policies but will continue to meet the CITY's insurance limits.

- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit, and including auto pollution liability and MCS-90 endorsement. (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Pollution legal liability in of the amount \$1,000,000.00. 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. CITY shall be included as an additional insured. Contractor shall maintain a self-insured retention of not less than \$1,000,000 per occurrence for the pollution legal liability policy for the term of this contract.

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

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

An Auto Pollution Endorsement (MCS-90) for the policy under section 4.3 (b) shall also be provided for coverage under the auto pollution policy.

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, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- 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. <u>Compliance with Law.</u> CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
- 9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (Contractor)
 WM Curbside, LLC
 Attention: Ilda Rodriguez (IRODRIG7@wm.com)
 10633 Ruchti Road
 South Gate, CA 90280
 - 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
- 10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

- 11. <u>Licenses, Permits, and Fees</u>. At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
- 12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
- 13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
- 14. <u>Limitations Upon Subcontracting and Assignment.</u> The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval If CONTRACTOR is permitted to subcontract any part of this of CITY. 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 attorneys' fees, 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. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence 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. Public Records Act. Unless otherwise stated, the CITY understands that the services provided by the CONTRACTOR hereunder contemplate collection, disposal of the Motor Oil Recycling and used oil filters Collection Program for the City of Garden Grove, and such services do not include "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" handling and/or destruction of the CITY's confidential information. As such, CONTRACTOR, its employees, affiliates or agents will not be responsible for disclosure of the CITY, its affiliates, agents, employees, contractors, suppliers or any third party's confidential and/or proprietary information contained in materials collected by CONTRACTOR, its employees, affiliates or agents during normal business operations. The CITY, its affiliates, agents, employees, contractors, suppliers or any third party shall be responsible to shred or otherwise destroy all its confidential or proprietary documents designated for and/or provided to CONTRACTOR for destruction.
- 18. **Force Majeure.** Neither the CITY nor CONTRACTOR shall be considered in default of any of its obligations under this Agreement should the parties be prevented from performing its services hereunder if delayed ore rendered impossible for reasons of acts of God, civil commotion, government action, pandemic, fire, storm, floods, explosion, war, riots, strikes, walkouts or any other significant events or causes of any nature which is beyond the reasonable control of either party, including changes in law. Parties shall be excused from the failure to perform such services to the extent and for the period that such performance is prevented by such condition or event. If CONTRACTOR is unable to perform its services under this Agreement due to Force Majeure event, the CITY will not be liable for payments under this Agreement, until the services continue. Notwithstanding the foregoing, if the Force Majeure event continues for a period exceeding thirty (30) days, the CITY shall have the right, in its sole discretion, to terminate the Agreement.
- 19. **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.

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(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		
ATTESTED:	By: City Manager		
City Clerk			
Date:	"CONTRACTOR" WM Curbside, LLC		
	By:		
	Name:		
	Title:		
	Date:		
	Tax ID No		
	Contractor's License:		
	Expiration Date:		
	If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.		
APPROVED AS TO FORM:			
Garden Grove City Attorney			
			

ATTACHMENT A SCOPE OF WORK RFP S-1310

Provide All Labor, Material and Equipment Related to Administering the Used Motor Oil Recycling Collection Program for the City of Garden Grove

BACKGROUND

State law prohibits used hazardous waste from entering landfills due to toxicity levels, of which include used motor oil. Over the past 20 years, the City has received State grant funding from the Department of Resources Recycling and Recovery's (CalRecycle) Oil Payment Program to help administer the City's Used Motor Oil Recycling Collection Program (Program). This funding has fully supported the City's Program.

SCOPE OF WORK

Contractor will follow all current CalRecycle Used Motor Oil Recycling Grant Program requirements along with local, state and federal laws applicable to collection of hazardous waste (used motor oil and oil filters) throughout the scope of work. Contractor will also assume all responsibility for ensuring that all licenses, permits and certificates required in connection with any and all services are obtained throughout the scope of this work.

CONTRACTOR REQUIREMENTS: Contractor must implement all California Code Regulations and the Department of Toxic Substances Control (DTSC) regulations. Contractor must provide proof of registration as a registered hazardous waste transporter with the Department of Toxic Substances Control in the bid package which the City will verify. Contractor must be registered with the DTSC on the bid submittal due date or the bid may be deemed as non-responsive.

CERTIFIED USED OIL COLLECTION CENTER SITE VISITS AND OIL FILTER COLLECTION

Contractor shall verify City businesses registered as Certified Used Oil Collection Centers (Certified Center). This verification will include on-site visits to sixteen (16) Used Oil Collection Centers, completion of the Certified Center Site Visit Checklist Form (CalRecycle 664), required signage, inquiry and assist on any program issues, and complete the Site Visit Report to be included in the City's Used Oil Annual Reporting, as required by CalRecycle. At these Certified Centers, it is agreed that they collect used motor oil and oil filters. Contractor will collect oil filters at the Certified Centers. Used Oil Collection Centers will request pick up by Contractor on an as needed basis.

The 16 locations of the Certified Collection Centers are as follows:

No.	Facility Name	Address	City	Postal Code
1	Firestone Store #010979	10081 Chapman Avenue	Garden Grove	92840
2	O'Reilly Auto Parts #2837	13933 Harbor Blvd	Garden Grove	92843
3	O'Reilly Auto Parts #3059	9851 Chapman Ave	Garden Grove	92841
4	AutoZone #5526	12951 Nelson St	Garden Grove	92840
5	AutoZone #2872	12056 Brookhurst Street	Garden Grove	92840
6	Jiffy lube #1991	13970 Harbor Blvd	Garden Grove	92843
7	Morrison Tire, Inc.	12045 Valley View Street	Garden Grove	92845
8	Toyota Place	9670 Trask Avenue	Garden Grove	92844
9	Volkswagen of Garden Grove	10800 Trask Ave.	Garden Grove	92843
10	Tire Choice	9572 Chapman Ave.	Garden Grove	92841
11	Garden Grove Nissan	9222 Trask Ave	Garden Grove	92844
12	Garden Grove Kia	13731 Harbor Blvd.	Garden Grove	92843
13	Garden Grove Hyundai	9898 Trask Ave	Garden Grove	92844
14	Firestone Complete Auto Care #024856	13961 Brookhurst Street	Garden Grove	92843
15	AutoZone #5527	13220-B Harbor Blvd.	Garden Grove	92843
16	Valvoline Instant Oil Change IH0038	9001 Trask Ave	Garden Grove	92844

RESIDENTIAL DOOR-TO-DOOR COLLECTION: Contractor must demonstrate experience in hazardous waste management and the operation of door-to-door household used motor oil program, transportation, waste analysis, waste collection, and storage and disposal operations. Contractor will provide all necessary services, qualified personnel, equipment, vehicles, facilities supplies, and documentation to collect, manage and dispose of waste for the program. The Contractor shall perform work under this Scope in compliance with all applicable local, state and federal laws and regulations. Tasks to be performed include the following:

Hotline Operation and Management: Contractor will operate and manage a toll-free hotline for residents to obtain program information and to schedule appointments. The hotline should be staffed during normal business hours, Pacific Time, with an after-hours message and recording service where resident can leave information on how to be contacted the following business day.

Participant Screening: Each participant is eligible for pick-up of up to 10 gallons of used motor oil and 5 used oil filters. Contractor will screen residents for program eligibility. Business waste will not be accepted through this program. Waste must be derived from retail sales to the general public and related to reasonable activities of a homeowner or residents. Residents requesting less than 2 gallons of used motor oil will be directed to a Certified Center. Residents inquiring about other household hazardous waste (e.g. sharps, paint, etc.) will be directed to the County's household hazardous collection sites.

Collection: Contractor will provide instructions necessary to properly and safely package waste for collection. Vehicles must be appropriately licensed and suited to collect and transport used motor oil. All spills resulting from the collection shall be addressed and properly cleaned up by the Contractor.

Storage and Disposal: Waste shall be properly stored and disposed of according to all local, state and federal regulations. The selected Contractor shall assume generator status for all waste collected.

Reporting and Documentation: The selected Contractor shall maintain proper program documentation. Monthly invoice reports shall include addresses of participants and amount of each type of material collected for the month and total pounds collected. All manifest and waste tracking documents shall be provided upon request.

SUPPLIES: Contractor will provide all supplies, personnel, facilities and vehicles required for the program.

GRANT ADMINISTRATION

Contractor will assist City with grant administration of CalRecycle's Oil Payment Program, including, but not limited to the preparation of reimbursement requests to the State, assisting with administrative compliance issues, and preparation of required status reports along with the required annual grant reporting. Contractor will assist with creating a budget of anticipated expenditures to stay within City's grant funding.

PUBLIC EDUCATION

To increase public awareness of the benefits of recycling used motor oil, Contractor will create a Public Education Budget approved by the City and facilitate outreach efforts. The public outreach methods include, but are not limited to, City utility bill inserts, newspaper ads and flyers. All advertisements will be approved by the City prior to reaching the public. Related materials for public outreach purposes may be

purchased on behalf of the City and later billed to the City, which includes, but are not limited to, oil rags, and oil funnels. Prior to purchasing outreach materials, Contractor must receive City approval to ensure purchased materials meet eligibility requirements under grant guidelines.

"ATTACHMENT B" USED MOTOR OIL RECYCLING COLLECTION PROGRAM PROPOSAL PRICING Page 1 of 2

THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF GARDEN GROVE 11222 ACACIA PARKWAY GARDEN GROVE, CALIFORNIA 92840

To: THE HONORABLE MAYOR AND CITY COUNCIL: The undersigned having carefully examined the Plans and Specifications to: Provide All Labor, Material and Equipment Related to Administering the Used Motor Oil Recycling Collection Program for the City of Garden Grove. HEREBY PROPOSE to furnish all labor, materials and transportation, and do all the work required to complete work in accordance with the Scope of Work.

Please list the pricing in the unit of measure indicated. DO NOT make any changes to this form or leave any lines blank. Incomplete Proposal Pricing forms will not be considered and may be deemed as non-responsive.

TYPE	LOCATION	ADDRESS	UNIT
1. Used Motor Oil	16 Certified	See List Provided in	\$_285,00 Per Drum
	Collection Centers	Scope of Work	
2. Annual Site	16 Certified	See List Provided in	\$_150.00 Per Hour
Inspections	Collection Centers	Scope of Work	
3. Advertising - Utility Bill Insert	N/A - Done 3-6 times per year (30,000 Qty. printing/delivery; insert size 8.5 x 3.66"	N/A	\$ <u>1,771.00</u> Bill Insert
4. Advertising	N/A Done 4-9 times per year (Direct mail piece with grocery ads-big sheet- 8.375"x12" double sided	N/A	\$ <u>3,239.00</u> grocery ad
5. Two (2) Annual State Reports	N/A (CalRecycle Oil Payment Program's Annual Report and CalRecycle 303 report for Household Hazardous Waste Collection Information)	N/A	\$ <u>349.00</u> for both annual reports
6. Used Motor Oil	Residential Door-to- Door Collection	Various Locations	\$ 125.00 Per Stop

PLEASE PROVIDE ANY ADDITIONAL COSTS ASSOCIATED WITH PROVIDING SERVICES THAT ARE NOT ALREADY INCLUDED IN ITEMS 1-6 ABOVE.

"ATTACHMENT B" USED MOTOR OIL RECYCLING COLLECTION PROGRAM PROPOSAL PRICING PAGE 2 of 2

1. HOME COLLECTON PROGRAM FOR OIL AND OIL FILTERS

Residents will call the toll-free hotline to schedule their pickup. WM Curbside will pick up oil and oil filters once a month, or more depending on number of scheduled pickups. For each collection day, WM Curbside can pick up a maximum of 15 stops.

2. CERTIFIED CENTER PROGRAM

Certified Centers will call the toll-free hotline to schedule their pickup. WM Curbside will pick up oil and oil filters once a month, or more depending on number of scheduled pickups. They will be included on the schedule and are included in the 15 stops.

3. OIL FILTER COLLECTION SERVICE

Oil Filter collections will call the toll-free hotline to schedule their pickup. WM Curbside will pick up oil and oil filters once a month, or more depending on number of scheduled pickups. They will be included on the schedule and are included in the 15 stops.

4. GRANT REPORT

WM Curbside will assist the City of Garden Grove with grant administration of the Cal Recycle's Oil Payment program as described in the scope of work.

This Attachment B must be complete and pricing must be included for all six line items or your proposal will be considered incomplete and therefore non-responsive. Please do not alter this Attachment B in any way.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: William E. Murray

Dept.: City Manager Dept.: Public Works

Subject: Authorize issuance of Date: 8/8/2023

purchase orders to Econolite Control Products and JTB Supply Company, Inc., for Fiscal Year 2023-24 Traffic Control Operations. (Cost: \$75,000 Econolite; \$125,000

JTB Supply Company)

(Action Item)

OBJECTIVE

For City Council to authorize issuance of purchase orders with Econolite Control Products (Econolite) and JTB Supply Company, Inc. (JTB Supply) for the purchase of traffic control products.

BACKGROUND

Current purchasing policy requires informal quotes or competitive bidding for supply and equipment purchasing exceeding \$5,000. Blanket purchase orders are used for various categories of items, such as hardware, electrical supplies, and minor equipment with the required individual items or quantities cannot be determined in advance.

Due to the nature of traffic control day-to-day operations, specifically staff's obligation to respond rapidly to traffic signal outages, pole knockdowns, etc., Traffic Engineering is requesting purchase orders with JTB Supply and Econolite.

DISCUSSION

Econolite controllers exclusively support the City's traffic signal system. These devices are located at each signalized intersection and are housed in an above-ground cabinet. The controllers ensure proper timing and coordination of all red, green, and yellow signal phases as well as pedestrian movements. Econolite controllers have proven reliable and have kept traffic flowing safely and efficiently throughout the City.

JTB Supply provides traffic signal hardware from 17 manufacturers, offering competitive pricing for most of their products. JTB Supply provides rapid turnarounds on our most urgent requests and their nearby distribution center in the City of Orange allows the City of Garden Grove's traffic signal electricians to pick up any emergency orders quickly and within the same day.

Pursuant to Garden Grove Municipal Code 2.50.060(G), the Public Works Department requests that the City Council determine it to be in the best interest of the City to forego the bidding process and issue purchase orders with Econolite and JTB Supply to maintain equipment consistency.

FINANCIAL IMPACT

Funds are available in Public Works' Fiscal Year 2023-24 Engineering budget to cover all purchase order costs. There will be no additional impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the request to dispensing with bidding in the best interest of the City pursuant to Garden Grove Municipal Code 2.50.060(G);
- Authorize the Finance Director to issue a purchase order to Econolite Control Products in the amount not to exceed \$75,000 to purchase Econolite controllers; and
- Authorize the Finance Director to issue a purchase order to JTB Supply Company, Inc., in the amount not to exceed \$125,000 to purchase traffic control products.

By: Alexa Viramontes, Sr. Administrative Analyst

Agenda Item - 3.g.

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: 8/8/2023

(Action Item)

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Warrants	8/2/2023	Warrants	2023.06.09_PR.pdf
Warrants	8/2/2023	Warrants	2023.06.23_PR_revised.pdf
Warrants	8/2/2023	Warrants	2023.07.07_Warrant_Register.pdf
Warrants	8/2/2023	Warrants	2023.07.21_PR.pdf

City of Garden Grove Certificate of Warrants Register Date: Jun 15, 2023

This is to certify the demands covered by EFT numbers 00023936 through 00024580 and check numbers 00185390 through 00185417 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note:

Finance Director Patricia Song

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PY - Payroll

Check Type: CHK

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00185390	E00977	BELAIR, DIANE	06/15/2023	\$2,453.28
00185391	E05110	BARAJAS, GEMMA A	06/15/2023	\$647.34
00185392	E05043	BARRAGAN, AUDREY A	06/15/2023	\$123.49
00185393	E05139	BONACHEA, BRANDON D	06/15/2023	\$877.05
00185394	E05125	BUI, RUBY	06/15/2023	\$269.51
00185395	E05121	CASTRO PEREZ, ANDREA	06/15/2023	\$203.95
00185396	E05127	FLORES, ERIKA	06/15/2023	\$349.63
00185397	E05133	GONZALEZ, NADIA V	06/15/2023	\$843.64
00185398	E05143	HOANG, JOLYN DT	06/15/2023	\$233.09
00185399	E05138	LOPEZ, ELIZABETH A	06/15/2023	\$1,168.03
00185400	E04797	NADEAU, MICHAEL P	06/15/2023	\$576.79
00185401	E05128	NAEA, IRIEANNA M	06/15/2023	\$530.98
00185402	E04936	NGUYEN, BRENDAN L	06/15/2023	\$47.80
00185403	E05124	NGUYEN, KAYLA H	06/15/2023	\$650.65
00185404	E05144	NGUYEN, VALARIE K	06/15/2023	\$247.66
00185405	E05120	NGUYEN, VICKY	06/15/2023	\$302.74
00185406	E05137	PHAN, BRYAN L	06/15/2023	\$444.32
00185407	E05105	RODRIGUEZ, ROGER	06/15/2023	\$632.41
00185408	E05123	TRAN, VINCENT G	06/15/2023	\$826.20
00185409	E05111	NGUYEN, HAU D	06/15/2023	\$378.77
00185410	E05113	ARAUJO, ANTONIO	06/15/2023	\$1,078.95
00185411	E05135	BARNHART, CHARLEY A	06/15/2023	\$949.17
00185412	E05122	DORADO, ANTHONY	06/15/2023	\$1,029.83
00185413	E03529	ROCHA, MICHAEL F	06/15/2023	\$3,374.27
00185414	E05141	RODRIGUEZ, JOY R	06/15/2023	\$289.63
00185415	E05067	SANCHEZ, MARTIN	06/15/2023	\$685.02
00185416	E05134	VEGA, ERIC J	06/15/2023	\$900.21
00185417	E03446	JIMENEZ, VIDAL	06/15/2023	\$4,254.84
			CHK - Tota	\$24,369.25

Check Type: EFT

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00023936	E03973	AVILA, VERONICA	06/15/2023	\$2,772.70

Report Generated on Jun 15, 2023 8:07:51 AM

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00023937	E04755	BRIETIGAM III, GEORGE S	06/15/2023	\$632.18
00023938	E02788	DAVIS, JEFFREY P	06/15/2023	\$1,733.97
00023939	E05080	DOVINH, JOSEPH T	06/15/2023	\$658.17
00023940	E04994	GREENUP, BREANNA C	06/15/2023	\$778.25
00023941	E00803	HADDAD, PAMELA M	06/15/2023	\$2,040.62
00023942	E03612	JONES, STEVEN R	06/15/2023	\$306.56
00023943	E04442	KIM, LISA L	06/15/2023	\$5,441.42
00023944	E04131	KIM, NOELLE N	06/15/2023	\$3,080.09
00023945	E04536	KLOPFENSTEIN, STEPHANIE L	06/15/2023	\$474.67
00023946	E05072	LOPEZ, CARLOS	06/15/2023	\$1,787.59
00023947	E02787	MORAN, MARIE L	06/15/2023	\$2,850.07
00023948	E04537	NGUYEN, KIM B	06/15/2023	\$596.79
00023949	E04534	ONEILL, JOHN R	06/15/2023	\$645.85
00023950	E04528	PARK, SHAWN S	06/15/2023	\$2,792.35
00023951	E04443	POLLOCK, AMANDA M	06/15/2023	\$2,027.58
00023952	E06945	POMEROY, TERESA L	06/15/2023	\$3,831.37
00023953	E01964	PULIDO, ANA E	06/15/2023	\$4,598.97
00023954	E05057	SATO, MICHI L	06/15/2023	\$2,591.27
00023955	E00564	STIPE, MARIA A	06/15/2023	\$6,033.48
00023956	E03715	THAI, KRISTY H	06/15/2023	\$2,521.37
00023957	E05079	TRAN, CINDY NGOC	06/15/2023	\$1,268.67
00023958	E03983	VASQUEZ, LIZABETH C	06/15/2023	\$2,603.06
00023959	E04971	VITAL, ANDREA	06/15/2023	\$1,789.03
00023960	E04230	WIMMER, MISSY M	06/15/2023	\$1,653.32
00023961	E04944	ANDERSON CAMBA, ASHLEIGH R	06/15/2023	\$2,190.95
00023962	E04764	BRADLEY, JANNA K	06/15/2023	\$2,737.75
00023963	E03766	CERDA, MARY C	06/15/2023	\$3,125.73
00023964	E04673	HART, BRANDI M	06/15/2023	\$694.47
00023965	E04363	KWAN, LIANE Y	06/15/2023	\$3,656.74
00023966	E01985	LEE, JANY H	06/15/2023	\$4,291.29
00023967	E03420	PROCTOR, SHERRILL A	06/15/2023	\$2,500.69
00023968	E05078	SANCHEZ, GIOVANNI P	06/15/2023	\$2,101.63
00023969	E04417	STEPHENSON, CAITLYN M	06/15/2023	\$2,192.15
00023970	E02115	STOVER, LAURA J	06/15/2023	\$5,363.01
00023971	E05082	YIN, ARTHUR	06/15/2023	\$2,106.46

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00023972	E04445	BROWN, KAREN J	06/15/2023	\$266.03
00023973	E03313	BUI, AI N	06/15/2023	\$1,126.70
00023974	E05068	CASTELLON, ALVARO A	06/15/2023	\$4,228.41
00023975	E04961	CHAO, VICTORIA	06/15/2023	\$1,601.21
00023976	E03686	CHAVEZ, JAIME F	06/15/2023	\$1,682.30
00023977	E03760	CHUNG, JANET J	06/15/2023	\$4,110.09
00023978	E05094	CORTEZ, ELIZABETH M.	06/15/2023	\$2,100.28
00023979	E04957	CURTSEIT, MARIA	06/15/2023	\$2,010.94
00023980	E04960	FUKAZAWA, KEISUKE	06/15/2023	\$2,085.56
00023981	E05055	GAMINO, LINDA M	06/15/2023	\$1,411.24
00023982	E03134	GARCIA, SYLVIA	06/15/2023	\$2,636.45
00023983	E03877	GOMEZ, STEVEN E	06/15/2023	\$1,510.19
00023984	E03429	GULLEY, SUSAN J	06/15/2023	\$84.91
00023985	E03016	HERNANDEZ, GARY F	06/15/2023	\$1,774.99
00023986	E04569	HOFFMAN, CORINNE L	06/15/2023	\$2,454.22
00023987	E04968	HONG, SEUNGBUM	06/15/2023	\$1,721.66
00023988	E04959	LE, KENNETH H	06/15/2023	\$1,488.66
00023989	E00057	MANALANSAN, NEAL M	06/15/2023	\$2,135.42
00023990	E01668	MAY, ROBERT W	06/15/2023	\$1,689.56
00023991	E01393	MENDEZ, ANGELA M	06/15/2023	\$2,128.97
00023992	E03628	MENDOZA, CHRISTI C	06/15/2023	\$1,964.89
00023993	E04958	NGO, TINA	06/15/2023	\$2,687.13
00023994	E04838	NIGATU, SELAMAWIT	06/15/2023	\$2,806.04
00023995	E02429	PHAM, ANH	06/15/2023	\$1,858.09
00023996	E03610	RAMIREZ, EVA	06/15/2023	\$2,105.07
00023997	E04973	RAMOS, NANCY	06/15/2023	\$2,937.77
00023998	E05097	RODRIGUEZ, SEBASTIAN	06/15/2023	\$2,004.04
00023999	E03539	SEGAWA, SANDRA E	06/15/2023	\$3,823.72
00024000	E04780	SONG, YUAN	06/15/2023	\$5,424.76
00024001	E04859	VO, MY TRA	06/15/2023	\$3,110.60
00024002	E03433	WESTON, RETA J	06/15/2023	\$1,107.62
00024003	E04674	WHITTAKER DEGEN, HELEN E	06/15/2023	\$756.28
00024004	E04527	YOO, MEENA	06/15/2023	\$2,259.57
00024005	E04493	ANDREWS, STEVEN F	06/15/2023	\$2,648.19
00024006	E00845	CHANG, TERENCE S	06/15/2023	\$3,148.51

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Check	Vendor#	Vendor Name	Issue Date	Check Amount
00024007	E05091	ENCISO, MARIA VERONICA M	06/15/2023	\$2,030.40
00024008	E03498	ESPINOZA, VERNA L	06/15/2023	\$2,661.12
00024009	E04523	GALLO, CESAR	06/15/2023	\$3,372.84
00024010	E04415	GOLD, ANNA L	06/15/2023	\$2,187.01
00024011	E04713	HINGCO, ERNIE E	06/15/2023	\$2,059.62
00024012	E02617	KLOESS, GEOFFREY A	06/15/2023	\$4,330.82
00024013	E03571	MORAGRAAN, RACHOT	06/15/2023	\$4,121.47
00024014	E05071	OCHOA, NICOLAS E	06/15/2023	\$2,479.19
00024015	E01277	PROFFITT, NOEL J	06/15/2023	\$3,882.77
00024016	E01901	RAO, ANAND V	06/15/2023	\$7,851.29
00024017	E05027	SANCHEZ MENDOZA, ALFREDO	06/15/2023	\$2,128.42
00024018	E05073	SEYMOUR, DAVID M	06/15/2023	\$847.84
00024019	E04395	SWANSON, MATTHEW T	06/15/2023	\$2,026.30
00024020	E01674	VALENZUELA, ANTHONY	06/15/2023	\$1,749.94
00024021	E00809	VICTORIA, ROD T	06/15/2023	\$2,559.17
00024022	E03014	WILDER, CANDY G	06/15/2023	\$2,286.64
00024023	E03509	WINSTON, TERREL KEITH	06/15/2023	\$3,208.95
00024024	E03725	ABU HAMDIYYAH, AMEENAH	06/15/2023	\$2,099.21
00024025	E02996	ASHLEIGH, JULIE A	06/15/2023	\$2,124.16
00024026	E05099	BECK, CRAIG A	06/15/2023	\$3,686.74
00024027	E03601	CHUNG, CHRISTOPHER	06/15/2023	\$3,160.51
00024028	E00128	CRAMER, RITA M	06/15/2023	\$2,964.26
00024029	E04394	DAHLHEIMER, BRYSON T	06/15/2023	\$2,974.15
00024030	E04879	DAKE, RYAN J	06/15/2023	\$2,301.94
00024031	E04578	DENT, DAVID A	06/15/2023	\$5,159.87
00024032	E03531	HERNANDEZ, RALPH V	06/15/2023	\$2,392.94
00024033	E04855	HERRERA JR, ARMANDO	06/15/2023	\$486.42
00024034	E03410	HODSON, AARON J	06/15/2023	\$2,328.64
00024035	E04716	KASKLA, PRIIT J	06/15/2023	\$2,364.91
00024036	E04490	LY, HUONG Q	06/15/2023	\$2,389.45
00024037	E04194	MARTINEZ, MARIA L	06/15/2023	\$2,843.87
00024038	E03044	MOORE, JUDITH A	06/15/2023	\$2,237.85
00024039	E04635	NGUYEN, PHU T	06/15/2023	\$4,000.71
00024040	E02842	PARRA, MARIA C	06/15/2023	\$3,541.40
00024041	E04992	ROBLES, ALFONSO	06/15/2023	\$2,487.45

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00024042	E04862	TRAN, JAKE P	06/15/2023	\$2,059.02
00024043	E05048	TUONG, NGHIA T	06/15/2023	\$2,268.12
00024044	E05053	VU, VINNY X	06/15/2023	\$1,757.22
00024045	E03643	ALVARADO, YOLANDA A	06/15/2023	\$1,895.72
00024046	E05009	ALVAREZ, CYNTHIA	06/15/2023	\$566.35
00024047	E04390	AMBRIZ, STEPHANIE	06/15/2023	\$535.73
00024048	E04978	AVINA, MIKAYLA M	06/15/2023	\$563.70
00024049	E04771	BAILOR, REBECCA J	06/15/2023	\$961.74
00024050	E04988	BAUTISTA, BRENDA	06/15/2023	\$2,485.34
00024051	E04262	BEARD, ALEX C	06/15/2023	\$1,055.64
00024052	E04929	BENITEZ, LIZBETH	06/15/2023	\$262.90
00024053	E02658	CAMARENA, RACHEL M	06/15/2023	\$5,356.64
00024054	E01588	CAMARENA, RENE	06/15/2023	\$2,393.63
00024055	E01902	CASILLAS, VICTORIA M	06/15/2023	\$2,357.66
00024056	E05101	CASTANEDA, LILIANA	06/15/2023	\$687.30
00024057	E05058	CATAQUIZ, CHARLIZE N	06/15/2023	\$878.54
00024058	E03304	CHUMACERO, DEANNA M	06/15/2023	\$1,191.64
00024059	E04611	CROSS, AMANDA D	06/15/2023	\$2,026.17
00024060	E04814	DE ROSAS, VICTOR	06/15/2023	\$449.64
00024061	E04688	DELGADO CHAVEZ, MARLY	06/15/2023	\$326.64
00024062	E04653	DIAZ, GABRIELA	06/15/2023	\$628.68
00024063	E05013	DINH, TIFFANY	06/15/2023	\$932.84
00024064	E05107	DO, HUY T	06/15/2023	\$661.12
00024065	E05090	ESCARENO, MELISSA	06/15/2023	\$616.05
00024066	E02120	FRAUSTO, LUIZ F	06/15/2023	\$143.95
00024067	E04679	FREEMAN, MARK C	06/15/2023	\$3,646.73
00024068	E05019	FUENTES, DIANA	06/15/2023	\$628.13
00024069	E04481	GARCIA, JARED D	06/15/2023	\$543.71
00024070	E04253	GARCIA, VANESSA L	06/15/2023	\$685.26
00024071	E05069	GARCIA, VERONICA	06/15/2023	\$79.67
00024072	E03337	GODDARD, JENNIFER DANIELLE	06/15/2023	\$2,766.79
00024073	E04982	GONZALEZ, KATHERYN	06/15/2023	\$294.78
00024074	E00940	GRANT, JACOB R	06/15/2023	\$2,168.17
00024075	E04967	HASHEMI, SETAREH	06/15/2023	\$509.88
00024076	E01687	HOLER, KIMBERLY K	06/15/2023	\$730.62

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00024077	E05129	HUTCHINSON, ZOE M	06/15/2023	\$382.41
00024078	E05032	LEE, JASON J	06/15/2023	\$47.80
00024079	E04682	LOPEZ, KALYSTA N	06/15/2023	\$262.22
00024080	E03603	MA AE, ELAINE M	06/15/2023	\$3,132.36
00024081	E05014	MARIN, AMANDA T	06/15/2023	\$269.51
00024082	E05140	MARTINEZ, ERICK	06/15/2023	\$478.60
00024083	E01552	MEDINA, JESUS	06/15/2023	\$1,804.06
00024084	E00455	MEDINA, JUAN	06/15/2023	\$2,416.10
00024085	E04925	MENDOZA, JESSICA	06/15/2023	\$43.70
00024086	E02808	MONTANCHEZ, JOHN A	06/15/2023	\$5,942.24
00024087	E05022	MUNOZ, JULIANNE I	06/15/2023	\$539.97
00024088	E05044	NADEAU, RYANN E	06/15/2023	\$859.14
00024089	E05126	NGO, Y N	06/15/2023	\$349.63
00024090	E04947	NGUYEN, ALEXANDER H	06/15/2023	\$766.57
00024091	E05108	NGUYEN, JORDAN V	06/15/2023	\$916.21
00024092	E05052	NGUYEN, RYAN N	06/15/2023	\$47.80
00024093	E04391	NICHOLAS, NOEL N	06/15/2023	\$1,497.62
00024094	E04931	NODAL, NATALIE	06/15/2023	\$544.07
00024095	E00785	OCADIZ HERNANDEZ, GABRIELA	06/15/2023	\$3,633.17
00024096	E04965	ORDUNO, SAMANTHA	06/15/2023	\$453.94
00024097	E03361	PELAYO, JANET E	06/15/2023	\$3,922.19
00024098	E04777	PHAN, EDOUARD T	06/15/2023	\$199.13
00024099	E03893	PICKRELL, ARIELLE	06/15/2023	\$1,766.73
00024100	E05116	PRADO, ALEXA	06/15/2023	\$787.80
00024101	E05130	REYNOLDS, SARABETH A	06/15/2023	\$550.61
00024102	E02754	REYNOSO, SUGEIRY	06/15/2023	\$2,663.10
00024103	E05118	RODRIGUEZ, JOSHUA R	06/15/2023	\$661.12
00024104	E05103	RODRIGUEZ, MATTHEW S	06/15/2023	\$731.97
00024105	E03362	ROMERO, MARINA Y	06/15/2023	\$2,088.12
00024106	E04684	ROSALES, MARIA D	06/15/2023	\$702.66
00024107	E04614	ROSAS, TANYA	06/15/2023	\$239.00
00024108	E04933	ROSAS, VANESSA	06/15/2023	\$429.76
00024109	E04620	SALDIVAR, DIANA	06/15/2023	\$145.68
00024110	E01893	SAUCEDO, DANA MARIE	06/15/2023	\$3,115.58
00024111	E00925	SCHLUMPBERGER, EMERON J	06/15/2023	\$1,079.81

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00024112	E04926	SERNA, SAMANTHA M	06/15/2023	\$254.94
00024113	E04795	SIEVE, MYCHAELLA J	06/15/2023	\$517.53
00024114	E04927	SINGER, LAUREN ROSE EMIKO N	06/15/2023	\$262.22
00024115	E04376	SMITH, SARAH L	06/15/2023	\$1,041.49
00024116	E04798	TANG, ETHAN	06/15/2023	\$585.35
00024117	E05131	TRAN, NGOC DIEM	06/15/2023	\$437.04
00024118	E05030	TRIGGS, MARY SHANNON	06/15/2023	\$1,118.78
00024119	E04924	TU, KATHY	06/15/2023	\$356.92
00024120	E01396	VALDIVIA, CLAUDIA	06/15/2023	\$3,496.96
00024121	E00015	VAN SICKLE, JEFFREY	06/15/2023	\$2,660.19
00024122	E04687	VARGAS, SAMANTHA B	06/15/2023	\$560.07
00024123	E05046	VARGAS-CABRERA, ARMANDO	06/15/2023	\$437.04
00024124	E05017	VARGAS-SERNA, KELLY	06/15/2023	\$462.53
00024125	E03085	VICTORIA, PAUL E	06/15/2023	\$872.90
00024126	E05117	VILLALPANDO, MIA F	06/15/2023	\$350.54
00024127	E05018	VILLEGAS, MIA A	06/15/2023	\$116.54
00024128	E04609	VIRAMONTES, JACOB D	06/15/2023	\$556.80
00024129	E04937	VO, ADRIAN K	06/15/2023	\$47.80
00024130	E04274	WILMES, DAVID M	06/15/2023	\$676.31
00024131	E05070	XOOL VARGAS, RUDY G	06/15/2023	\$269.51
00024132	E05076	XU, CHARLIE	06/15/2023	\$174.82
00024133	E03819	ALAMILLO, MARCOS R	06/15/2023	\$3,787.09
00024134	E03712	ALARCON, CLAUDIA	06/15/2023	\$3,920.45
00024135	E03616	ALCARAZ, MARIA A	06/15/2023	\$2,629.88
00024136	E00121	ALLISON, WILLIAM	06/15/2023	\$6,029.19
00024137	E04873	ALVARADO, MADELINE M	06/15/2023	\$1,924.78
00024138	E04080	ALVAREZ BROWN, RICHARD A	06/15/2023	\$0.00
00024139	E05028	AMAYA, JOSE J	06/15/2023	\$2,477.25
00024140	E03011	ANDERSON, BOBBY B	06/15/2023	\$4,105.80
00024141	E05040	ARCHULETA, ANDREW M	06/15/2023	\$2,629.19
00024142	E01234	ARELLANO, PEDRO R	06/15/2023	\$4,245.64
00024143	E04875	ARROYO, SANDRA M	06/15/2023	\$2,405.39
00024144	E04497	ASHBAUGH, TIMOTHY R	06/15/2023	\$3,460.34
00024145	E03397	ASHBY, PAUL W	06/15/2023	\$3,917.80
00024146	E04719	ATWOOD, MARIA S	06/15/2023	\$2,192.07

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00024147	E04613	AVALOS JR, FRANCISCO	06/15/2023	\$2,327.96
00024148	E04550	BAEK, SHARON S	06/15/2023	\$2,926.58
00024149	E05062	BAEZ, JASMIN	06/15/2023	\$593.15
00024150	E04209	BAINTO, JUDY A	06/15/2023	\$578.01
00024151	E04778	BAKER, COLLIN E	06/15/2023	\$2,963.70
00024152	E03005	BANKSON, JOHN F	06/15/2023	\$4,607.23
00024153	E04645	BARRAZA, RENE	06/15/2023	\$3,849.16
00024154	E05041	BARRIOS-ROA, JAYDE D.	06/15/2023	\$2,894.92
00024155	E04432	BEHZAD, JOSHUA K	06/15/2023	\$4,044.90
00024156	E04951	BELLO, ANGELICA	06/15/2023	\$2,090.50
00024157	E03006	BELTHIUS, LISA A	06/15/2023	\$46.43
00024158	E04976	BELTHIUS, TYLER E	06/15/2023	\$757.50
00024159	E04753	BERENGER, BEAU A	06/15/2023	\$4,620.25
00024160	E03296	BERESFORD, EVAN S	06/15/2023	\$4,468.94
00024161	E01604	BERLETH, RYAN S	06/15/2023	\$2,224.50
00024162	E03443	BLUM, JAMES A	06/15/2023	\$3,424.38
00024163	E03363	BOWEN, GENA M	06/15/2023	\$1,842.81
00024164	E04767	BOWMAN, TROY F	06/15/2023	\$3,006.06
00024165	E04963	BOYENS III, ROBERT	06/15/2023	\$3,890.63
00024166	E00946	BRAME, KAREN D	06/15/2023	\$2,756.26
00024167	E04803	BRANTNER, BRITTANEE N	06/15/2023	\$1,648.01
00024168	E05083	BRITTON, CODY W	06/15/2023	\$1,832.76
00024169	E03380	BROWN, JEFFREY A	06/15/2023	\$6,216.89
00024170	E03968	BRUNICK, CARISSA L	06/15/2023	\$2,325.10
00024171	E05074	BUJANONDA, CHANON	06/15/2023	\$3,874.04
00024172	E02031	BURILLO, RICHARD O	06/15/2023	\$6,136.30
00024173	E03972	BUSTILLOS, RYAN V	06/15/2023	\$4,399.83
00024174	E05077	CAGLE, RONALD L	06/15/2023	\$2,087.80
00024175	E03964	CAMARA, DANIEL A	06/15/2023	\$2,988.04
00024176	E04074	CAMPOS, JESENIA	06/15/2023	\$2,274.58
00024177	E03739	CAPPS, THOMAS A	06/15/2023	\$3,772.13
00024178	E05002	CARBALLO, MILTON A	06/15/2023	\$2,577.30
00024179	E02372	CENTENO, JUAN C	06/15/2023	\$4,612.93
00024180	E03607	CHANG, DAVID Y H	06/15/2023	\$2,081.19
00024181	E04867	CHAPPELL, SHYLER R.D.	06/15/2023	\$2,198.38

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	00024182	E03481	CHAURAN HAIRGROVE, TAMMY L	06/15/2023	\$2,633.24
	00024183	E04498	CHEATHAM, JEROME L	06/15/2023	\$3,230.66
	00024184	E01541	CHO, HAN J	06/15/2023	\$3,418.72
	00024185	E03423	CHOWDHURY, JACINTA F	06/15/2023	\$1,830.97
	00024186	E00003	CIBOSKY, COURTNEY P	06/15/2023	\$3,462.84
	00024187	E04539	CLASBY JR, BRIAN M	06/15/2023	\$1,614.36
	00024188	E04872	CORNETT, KRISTINA L	06/15/2023	\$1,757.05
	00024189	E04832	CORTEZ JR, DARRYL B	06/15/2023	\$2,926.62
	00024190	E04666	CORTEZ, JULIO C	06/15/2023	\$3,259.70
	00024191	E01875	COUGHRAN, ADAM B	06/15/2023	\$241.52
	00024192	E01796	COULTER, GARY L	06/15/2023	\$3,556.07
	00024193	E04555	CRUZ, REYNA	06/15/2023	\$1,957.00
	00024194	E01364	DALTON, BRIAN D	06/15/2023	\$4,764.96
	00024195	E04874	DANG, JOHN	06/15/2023	\$433.21
	00024196	E04503	DAVILA, ISAAC	06/15/2023	\$2,771.38
	00024197	E04431	DE ALMEIDA LOPES, NICHOLAS A	06/15/2023	\$5,451.70
	00024198	E04731	DE PADUA, TANNER C	06/15/2023	\$2,976.47
	00024199	E03691	DELGADO JR, JUAN L	06/15/2023	\$4,839.43
	00024200	E03395	DIX, JENNIFER A	06/15/2023	\$3,194.94
	00024201	E05088	DOAN, THOMMY	06/15/2023	\$1,949.51
	00024202	E02313	DOSCHER, RONALD A	06/15/2023	\$3,227.66
	00024203	E04586	DOVEAS, CHRISTOPHER C	06/15/2023	\$125.68
	00024204	E04281	DRISCOLL, RUSSELL B	06/15/2023	\$2,001.78
	00024205	E04844	DUARTE, TAYLOR M	06/15/2023	\$3,374.21
	00024206	E04720	DUDLEY, BROC D	06/15/2023	\$3,775.09
	00024207	E03625	EARLE, CHRISTOPHER M	06/15/2023	\$3,802.52
	00024208	E03740	EL FARRA, AMIR A	06/15/2023	\$5,501.21
	00024209	E03927	ELHAMI, MICHAEL K	06/15/2023	\$5,213.84
	00024210	E03933	ELIZONDO, BENJAMIN M	06/15/2023	\$3,689.47
	00024211	E04016	ELIZONDO, FLOR DE LIS	06/15/2023	\$2,396.21
	00024212	E01598	ELSOUSOU, HELENA	06/15/2023	\$3,342.52
	00024213	E02708	ENRIQUEZ, JOHN G	06/15/2023	\$1,098.06
	00024214	E02734	ESCALANTE, OTTO J	06/15/2023	\$11,231.24
	00024215	E04334	ESCOBEDO, JOSHUA N	06/15/2023	\$3,661.32
	00024216	E02724	ESTLOW, STEPHEN C	06/15/2023	\$3,478.12

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00024217	E04358	ESTRADA MONSANTO, MICHELLE N	06/15/2023	\$4,017.94
00024218	E04748	FAJARDO, JESUS	06/15/2023	\$351.04
00024219	E04303	FERREIRA JR, HECTOR	06/15/2023	\$3,343.19
00024220	E01663	FERRIN, KORY C	06/15/2023	\$4,556.69
00024221	E03976	FIGUEREDO, GEORGE R	06/15/2023	\$4,333.20
00024222	E04774	FLINN, PATRICIA C	06/15/2023	\$3,320.31
00024223	E02887	FOSTER, VICTORIA M	06/15/2023	\$2,011.85
00024224	E04033	FRANCISCO, KATHERINE M	06/15/2023	\$2,337.72
00024225	E02963	FRANKS, JAMES D	06/15/2023	\$3,459.76
00024226	E04747	FRESENIUS, ROBERT D	06/15/2023	\$3,221.93
00024227	E00903	FRUTOS, VERONICA	06/15/2023	\$6,117.59
00024228	E04729	GARCIA, JOSEPH A	06/15/2023	\$2,513.71
00024229	E03086	GARCIA, PETE	06/15/2023	\$4,454.06
00024230	E03659	GARNER, AMANDA B	06/15/2023	\$0.00
00024231	E02606	GEORGE, DAVID L	06/15/2023	\$2,152.81
00024232	E04351	GERDIN, MICHAEL E	06/15/2023	\$3,360.69
00024233	E04542	GIFFORD, ROBERT J	06/15/2023	\$3,491.45
00024234	E04658	GIRGENTI, BRIAN C	06/15/2023	\$4,646.76
00024235	E04401	GLEASON, SEAN M	06/15/2023	\$3,164.15
00024236	E04917	GOMEZ, JESUS	06/15/2023	\$2,490.34
00024237	E04863	GONZALEZ JR, GONZALO	06/15/2023	\$2,945.48
00024238	E05003	HA, DANNY	06/15/2023	\$3,418.67
00024239	E04732	HADDEN, TRAVIS J	06/15/2023	\$3,141.13
00024240	E04787	HALEY, KYLE N	06/15/2023	\$3,719.92
00024241	E03527	HALLER, TROY	06/15/2023	\$4,966.02
00024242	E03402	HEINE, STEVEN H	06/15/2023	\$5,857.25
00024243	E02469	HERRERA, JOSE D	06/15/2023	\$4,210.83
00024244	E04244	HINGCO, PINKY C	06/15/2023	\$3,713.39
00024245	E03713	HOLLOWAY, WILLIAM T	06/15/2023	\$4,709.85
00024246	E04739	HOWARD, JASON A	06/15/2023	\$3,583.25
00024247	E04654	HURLEY, KIRK P	06/15/2023	\$3,182.60
00024248	E04089	HUTCHINS, DONALD J	06/15/2023	\$4,084.38
00024249	E03815	HUYNH, AI KELLY	06/15/2023	\$2,680.91
00024250	E03559	HUYNH, THI A	06/15/2023	\$3,422.79
00024251	E04915	ITURRALDE, JENNIFER L	06/15/2023	\$1,579.73

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	00024252	E04583	JENSEN, MICHAEL J	06/15/2023	\$4,622.77
	00024253	E02935	JENSEN, NICKOLAS K	06/15/2023	\$4,304.26
	00024254	E04587	JIMENEZ JR, EFRAIN A	06/15/2023	\$3,596.39
	00024255	E04781	JIMENEZ TAVAREZ, SERGIO J	06/15/2023	\$2,475.96
	00024256	E04655	JOHNSON, CODY M	06/15/2023	\$2,537.98
	00024257	E03368	JOHNSON, JASON L	06/15/2023	\$4,360.34
	00024258	E03831	JORDAN, GERALD F	06/15/2023	\$4,119.46
	00024259	E04610	JORDAN, VICTORIA A	06/15/2023	\$229.57
	00024260	E04444	JULIENNE, PATRICK R	06/15/2023	\$3,593.91
	00024261	E04460	KAISER, GEORGE R	06/15/2023	\$1,234.31
	00024262	E04559	KELLEY, KRISTOFER D	06/15/2023	\$4,524.97
	00024263	E04353	KEUILIAN, SHELBY	06/15/2023	\$2,426.89
	00024264	E04663	KIM, CHAD B	06/15/2023	\$2,856.13
	00024265	E04538	KIMBERLY, ALLYSON L	06/15/2023	\$1,784.43
	00024266	E03932	KIVLER, ROBERT J	06/15/2023	\$2,947.42
	00024267	E03389	KOLANO, JOSEPH L	06/15/2023	\$3,147.54
	00024268	E03294	KOVACS, LEA K	06/15/2023	\$3,041.34
	00024269	E05000	KOVACS, TIMOTHY M	06/15/2023	\$3,010.50
	00024270	E04669	KOVACS, TIMOTHY P	06/15/2023	\$5,263.05
	00024271	E03484	KUNKEL, PETER M	06/15/2023	\$3,893.46
	00024272	E04804	LADD, LAUREN M	06/15/2023	\$2,171.77
	00024273	E04857	LANG, MICHAEL J	06/15/2023	\$3,903.04
	00024274	E03511	LAZENBY, NICHOLAS A	06/15/2023	\$3,651.03
	00024275	E04877	LE, BAO TINH THI	06/15/2023	\$2,012.72
	00024276	E04021	LEE, RAPHAEL M	06/15/2023	\$3,611.35
	00024277	E04970	LEIVA, EDUARDO C	06/15/2023	\$5,982.62
	00024278	E03488	LEYVA, ERICK	06/15/2023	\$4,698.28
	00024279	E04541	LINK, DEREK M	06/15/2023	\$4,196.58
	00024280	E00030	LOERA JR, RAFAEL	06/15/2023	\$4,614.35
	00024281	E05033	LOFFLER, CHARLES H	06/15/2023	\$5,243.32
	00024282	E02645	LOPEZ, DAVID	06/15/2023	\$4,028.87
	00024283	E05066	LORD, MARK A	06/15/2023	\$4,748.42
	00024284	E04581	LOWEN, BRADLEY A	06/15/2023	\$3,514.45
	00024285	E04761	LUCATERO, JESSE A	06/15/2023	\$3,469.85
	00024286	E00027	LUKAS, STEVEN W	06/15/2023	\$2,316.08

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00024287	E04048	LUX, ROBERT D	06/15/2023	\$2,302.54
00024288	E03663	LUX, RYAN M	06/15/2023	\$5,400.76
00024289	E04772	LY, LINDALINH THU	06/15/2023	\$1,767.11
00024290	E04661	MACHUCA, ROBERTO	06/15/2023	\$3,538.40
00024291	E03752	MACY, TAYLOR A	06/15/2023	\$3,615.96
00024292	E04532	MANIACI, GIANLUCA F	06/15/2023	\$5,142.47
00024293	E04435	MARCHAND, MATTHEW P	06/15/2023	\$6,444.86
00024294	E01359	MARTINEZ JR, MARIO	06/15/2023	\$5,388.92
00024295	E04974	MARTINEZ, JUANITA PATRICIA	06/15/2023	\$2,981.33
00024296	E02792	MATA, RAQUEL D	06/15/2023	\$963.17
00024297	E04656	MAZON, JORGE L	06/15/2023	\$3,121.01
00024298	E02796	MCFARLANE, MARIA C	06/15/2023	\$2,605.83
00024299	E06761	MEEKS, REBECCA S	06/15/2023	\$3,413.15
00024300	E03826	MEERS, BRYAN J	06/15/2023	\$3,960.33
00024301	E02655	MENDOZA CAMPOS, MELISSA	06/15/2023	\$3,810.53
00024302	E04402	MERRILL, KENNETH E	06/15/2023	\$554.96
00024303	E03965	MIHALIK, DANNY J	06/15/2023	\$5,469.98
00024304	E04865	MORIN, LINDA M	06/15/2023	\$3,212.07
00024305	E04352	MORSE, JEREMY N	06/15/2023	\$3,769.95
00024306	E01940	MORTON, NATHAN D	06/15/2023	\$4,059.14
00024307	E04454	MOSER, MICHAEL A	06/15/2023	\$2,209.65
00024308	E03929	MURILLO JR, RAUL	06/15/2023	\$4,512.21
00024309	E04626	MURO, JASON M	06/15/2023	\$3,673.05
00024310	E04577	MUSCHETTO, PATRICK J	06/15/2023	\$2,456.37
00024311	E03422	NADOLSKI, THOMAS R	06/15/2023	\$2,929.34
00024312	E05084	NAKANO HITZKE, SARAH V	06/15/2023	\$1,522.17
00024313	E04111	NEELY, JACOB J	06/15/2023	\$2,371.85
00024314	E02813	NGUYEN, TRINA T	06/15/2023	\$1,919.02
00024315	E04540	NIKOLIC, ADAM C	06/15/2023	\$5,336.40
00024316	E05054	NUNEZ, BREANNE S	06/15/2023	\$2,692.81
00024317	E03350	OLIVO, JOSHUA T	06/15/2023	\$4,709.05
00024318	E04035	ORTIZ, STEVEN TRUJILLO	06/15/2023	\$3,923.48
00024319	E03427	PANELLA, JOSEPH N	06/15/2023	\$2,999.43
00024320	E04910	PAQUA, BRANDON J	06/15/2023	\$2,584.55
00024321	E01948	PARK, BRANDY J	06/15/2023	\$2,874.75

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00024322	E02995	PAYAN, CRISTINA V	06/15/2023	\$2,933.48
00024323	E00824	PAYAN, LUIS A	06/15/2023	\$5,428.73
00024324	E04843	PEREZ, EMMANUEL	06/15/2023	\$3,020.01
00024325	E00145	PERKINS, JASON S	06/15/2023	\$6,566.04
00024326	E04429	PHAM, PHILLIP H	06/15/2023	\$3,974.99
00024327	E06938	PLUARD, DOUGLAS A	06/15/2023	\$4,707.30
00024328	E03299	POLOPEK, COREY T	06/15/2023	\$3,815.66
00024329	E05050	QUANG, DENNIS	06/15/2023	\$3,127.75
00024330	E04788	QUIROZ, LUIS A	06/15/2023	\$2,380.55
00024331	E05100	RAABE, MATTHEW A	06/15/2023	\$2,472.42
00024332	E03967	RAMIREZ OROZCO, SINDY	06/15/2023	\$3,490.64
00024333	E04955	RAMIREZ, KAYLYN C	06/15/2023	\$2,299.87
00024334	E03390	RAMIREZ, LUIS F	06/15/2023	\$4,348.99
00024335	E05021	RAMIREZ, TERRA M	06/15/2023	\$3,602.25
00024336	E05049	RAMOS, DAVID N	06/15/2023	\$2,939.16
00024337	E04914	RAMOS, RODOLFO B	06/15/2023	\$550.61
00024338	E03217	RANEY, JOHN E	06/15/2023	\$4,915.17
00024339	E04941	RASMUSSEN, TRENTON L	06/15/2023	\$2,253.99
00024340	E04659	REED, THOMAS S	06/15/2023	\$2,831.30
00024341	E03486	REYES, RON A	06/15/2023	\$4,422.10
00024342	E04911	RICHARDS, BRYANT D	06/15/2023	\$2,499.58
00024343	E04437	RICHMOND, RYAN R	06/15/2023	\$3,361.54
00024344	E04860	ROCHA, RUDY A	06/15/2023	\$393.34
00024345	E04738	RODRIGUEZ, DANIEL	06/15/2023	\$3,395.21
00024346	E04082	RODRIGUEZ, JENNIFER M	06/15/2023	\$9,120.13
00024347	E05001	RODRIGUEZ, RYAN ELIJAH	06/15/2023	\$2,241.51
00024348	E04438	ROGERS, CHRISTIN E	06/15/2023	\$5,478.35
00024349	E04385	ROJAS, ASHLEY C	06/15/2023	\$2,220.29
00024350	E04507	ROMBOUGH, JENNIFER V	06/15/2023	\$2,105.68
00024351	E04552	RUZIECKI, ERIC T	06/15/2023	\$3,602.39
00024352	E02845	SALAZAR, SEAN M	06/15/2023	\$3,829.98
00024353	E04845	SALGADO JR., ALFREDO	06/15/2023	\$2,664.43
00024354	E03297	SAMOFF, TANYA L	06/15/2023	\$2,638.27
00024355	E02646	SANTANA, LINO G	06/15/2023	\$8,640.94
00024356	E05086	SEELY, BRITTANY L	06/15/2023	\$509.88

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	00024357	E03035	SEYMOUR, SUSAN A I	06/15/2023	\$2,627.31
	00024358	E04282	SHELGREN, CHRISTOPHER M	06/15/2023	\$3,991.10
	00024359	E04616	SHIPLEY, AARON T	06/15/2023	\$2,884.77
	00024360	E02937	SHORROW, NICOLE D	06/15/2023	\$3,279.52
	00024361	E04864	SILVA, LEVI JOENIEL	06/15/2023	\$2,969.00
	00024362	E04576	SIMONS, SHAYLEN L	06/15/2023	\$2,995.48
	00024363	E04934	SLETTVET, HEATHER P	06/15/2023	\$3,427.60
	00024364	E02587	SOSEBEE, DANNY J	06/15/2023	\$2,376.65
	00024365	E03563	SPELLMAN, MARSHA D	06/15/2023	\$2,773.18
	00024366	E04500	STAAL, GAREY D	06/15/2023	\$4,002.89
	00024367	E03218	STARNES, CHARLES W	06/15/2023	\$5,793.65
	00024368	E03761	STEPHENSON III, ROBERT M	06/15/2023	\$5,321.40
	00024369	E04584	STROUD, BRIAN T	06/15/2023	\$4,350.07
	00024370	E02979	TESSIER, PAUL M	06/15/2023	\$4,227.36
	00024371	E04449	TRAN, SPENCER T	06/15/2023	\$2,654.28
	00024372	E02982	VAICARO, VINCENTE J	06/15/2023	\$5,999.21
	00024373	E03053	VALENCIA, EDGAR	06/15/2023	\$4,142.92
	00024374	E04667	VAUGHN, CALEB I	06/15/2023	\$627.29
	00024375	E04977	VAZQUEZ, BRIAN M	06/15/2023	\$655.32
	00024376	E04434	VELLANOWETH, KIMBRA S	06/15/2023	\$2,684.08
	00024377	E04903	VIGIL, DANIEL C	06/15/2023	\$3,154.25
	00024378	E03022	VU, TUONG-VAN NGUYEN	06/15/2023	\$2,246.60
	00024379	E04730	VU, TYLER D	06/15/2023	\$1,893.50
	00024380	E01905	WAINWRIGHT, JONATHAN B	06/15/2023	\$4,004.16
	00024381	E03220	WARDLE, DENNIS	06/15/2023	\$3,996.35
	00024382	E03213	WARDLE, SANTA	06/15/2023	\$2,063.72
	00024383	E04758	WEYKER, CHRYSTAL L	06/15/2023	\$1,957.69
	00024384	E03930	WHITNEY, CHERYL L	06/15/2023	\$2,008.77
	00024385	E03305	WIMMER, ROYCE C	06/15/2023	\$4,922.82
	00024386	E04762	WREN, DANIELLE E	06/15/2023	\$3,217.74
	00024387	E04763	WRIGHT, SARAH A	06/15/2023	\$3,000.62
	00024388	E04856	XU, DUO	06/15/2023	\$2,154.91
	00024389	E03543	YELENSKY, SHANNON M	06/15/2023	\$1,872.01
	00024390	E04156	YERGLER, JOHN J	06/15/2023	\$3,506.33
	00024391	E04722	YNIGUEZ, COLE A	06/15/2023	\$2,656.05

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	00024392	E09942	YOUNG, DAVID C	06/15/2023	\$834.24
	00024393	E01978	ZMIJA, ADAM D	06/15/2023	\$4,095.24
	00024394	E04517	AGUIRRE, ALFRED J	06/15/2023	\$4,264.82
	00024395	E01626	AGUIRRE, ANSELMO	06/15/2023	\$2,140.99
	00024396	E04451	AGUIRRE, ANTHONY U	06/15/2023	\$174.98
	00024397	E05087	ALVAREZ, CARLOS J	06/15/2023	\$1,729.11
	00024398	E04631	ANDREI, IOAN	06/15/2023	\$1,168.86
	00024399	E04678	BABINSKI IV, SYLVESTER A	06/15/2023	\$2,006.81
	00024400	E05098	BARNESE, VINCENZO A	06/15/2023	\$2,616.91
	00024401	E04336	BECERRA, RODOLPHO M	06/15/2023	\$3,237.60
	00024402	E04972	BECERRA-SAMANIEGO JR, GABRIEL	06/15/2023	\$1,863.01
	00024403	E01255	BOS, MICHAEL C	06/15/2023	\$2,256.71
	00024404	E04650	BUCHLER, RAYMOND A	06/15/2023	\$2,155.02
	00024405	E01584	CANDELARIA, DANIEL J	06/15/2023	\$4,557.76
	00024406	E04300	CANO, EDGAR A	06/15/2023	\$2,494.40
	00024407	E03828	CANTRELL, JEFFREY G	06/15/2023	\$2,860.97
	00024408	E05063	CARRILLO, GEORGE	06/15/2023	\$2,478.44
	00024409	E03811	CARRISOZA, ALBERT J	06/15/2023	\$2,190.44
	00024410	E00916	CARTER, PHILLIP J	06/15/2023	\$3,457.11
	00024411	E04869	CHAVEZ, DAMIAN JESUS	06/15/2023	\$543.23
	00024412	E04551	CONTRERAS, GABRIELA R	06/15/2023	\$2,530.86
	00024413	E03518	COTTON, JULIE T	06/15/2023	\$1,821.59
	00024414	E03807	DE LA ROSA, VINCENT L	06/15/2023	\$3,245.25
	00024415	E03736	DIBAJ, KAMYAR	06/15/2023	\$3,501.78
	00024416	E02515	DUVALL, RICK L	06/15/2023	\$2,652.92
	00024417	E04514	ESPINOZA, ERIC M	06/15/2023	\$2,090.31
	00024418	E03733	ESPINOZA, JULIA	06/15/2023	\$1,327.25
	00024419	E03405	FERNANDEZ, CECELIA A	06/15/2023	\$1,301.54
	00024420	E04990	FLORES, MITCHELL C	06/15/2023	\$1,522.78
	00024421	E05064	FOX, LUCAS	06/15/2023	\$741.60
	00024422	E05037	GAINES, JEFFREY S	06/15/2023	\$808.84
	00024423	E05010	GALVAN, EDGAR	06/15/2023	\$0.00
	00024424	E04754	GARCIA, ALICIA R	06/15/2023	\$1,610.04
	00024425	E04677	GIROUARD, CASEY G	06/15/2023	\$1,621.12
	00024426	E04629	GOMEZ, DIANA	06/15/2023	\$1,308.15

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00024427	E03341	GONZALEZ, JORGE	06/15/2023	\$1,255.97
00024428	E03400	GREENE, MICHAEL R	06/15/2023	\$2,369.29
00024429	E03685	GUZMAN, JESSE	06/15/2023	\$2,593.46
00024430	E04299	HANSEN, AARON R	06/15/2023	\$2,046.85
00024431	E03523	HARO, GLORIA A	06/15/2023	\$1,267.53
00024432	E03759	HERNANDEZ, HERMILO	06/15/2023	\$2,786.06
00024433	E04622	HOFER, ALICIA M	06/15/2023	\$1,987.49
00024434	E02874	HOLMON III, ALBERT J	06/15/2023	\$4,021.90
00024435	E04347	HSIEH, NICOLAS C	06/15/2023	\$3,601.46
00024436	E03588	HUYNH, HUY HOA	06/15/2023	\$2,399.32
00024437	E04831	ILFELD, MATTHEW D	06/15/2023	\$2,009.36
00024438	E01907	JACOT, ROSEMARIE	06/15/2023	\$2,317.96
00024439	E04296	JOHNSON, ERIC W	06/15/2023	\$1,700.55
00024440	E04979	JURADO, MICHAEL	06/15/2023	\$1,339.42
00024441	E04470	KAYLOR, BRENT	06/15/2023	\$3,036.65
00024442	E04728	KHALIL, MARK M	06/15/2023	\$2,257.15
00024443	E05115	KOUTSOYANOPULOS, ALDOCHRIS V	06/15/2023	\$1,522.75
00024444	E04382	KWIATKOWSKI, BRYAN D	06/15/2023	\$2,086.06
00024445	E02852	LADNEY, MARK W	06/15/2023	\$3,636.98
00024446	E04769	LAMAS, LEONEL A	06/15/2023	\$1,058.38
00024447	E03813	LEWIS, SHAN L	06/15/2023	\$3,149.60
00024448	E03301	LEYVA, RAUL	06/15/2023	\$3,531.04
00024449	E05065	LOMELI, JONATHAN	06/15/2023	\$273.48
00024450	E05006	MARQUEZ, STEVEN ADAM	06/15/2023	\$1,399.16
00024451	E05364	MARU, NAVIN B	06/15/2023	\$14,663.93
00024452	E04665	MEJIA, DIEGO A	06/15/2023	\$2,136.11
00024453	E03493	MENDEZ, RIGOBERTO	06/15/2023	\$2,179.23
00024454	E04998	MENDOZA, LAURA	06/15/2023	\$1,014.27
00024455	E04724	MOORE, DOUGLAS A	06/15/2023	\$2,754.64
00024456	E04827	MORELAND, ANDREW J	06/15/2023	\$1,670.59
00024457	E04222	MOSS, DANIEL C	06/15/2023	\$1,836.23
00024458	E01243	MURRAY JR, WILLIAM E	06/15/2023	\$7,618.36
00024459	E04634	NAVARRO, JUAN C	06/15/2023	\$2,910.18
00024460	E04969	ORNELLAS, MICHAEL	06/15/2023	\$1,776.08
00024461	E03378	ORTIZ, STEVEN T	06/15/2023	\$4,354.40

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	00024462	E04999	ORTUNO, ANIBAL	06/15/2023	\$2,040.04
	00024463	E05114	PACE, FRANK D	06/15/2023	\$908.33
	00024464	E03754	PINKSTON, RICHARD L	06/15/2023	\$2,570.91
	00024465	E05112	POE, HEIDI L	06/15/2023	\$2,700.20
	00024466	E04567	POWELL, AUSTIN H	06/15/2023	\$2,720.78
	00024467	E03799	QUIROZ, ROLANDO	06/15/2023	\$3,165.02
	00024468	E05031	RAMIREZ, AACIN	06/15/2023	\$2,059.82
	00024469	E04572	REED, MELVIN P	06/15/2023	\$2,259.75
	00024470	E02058	REYES, DELFRADO C	06/15/2023	\$1,320.07
	00024471	E04295	ROBLES, RAFAEL	06/15/2023	\$3,203.98
	00024472	E04563	RODRIGUEZ, ADRIANNA M	06/15/2023	\$1,245.58
	00024473	E05004	RUELAS, SERGIO	06/15/2023	\$1,790.67
	00024474	E04289	SALDIVAR, RICARDO	06/15/2023	\$1,655.69
	00024475	E04505	SANTOS, MICHAEL F	06/15/2023	\$3,917.40
	00024476	E04836	SOTO, WILLIAM A	06/15/2023	\$1,780.24
	00024477	E05089	STAIR, DEAN T	06/15/2023	\$891.05
	00024478	E03091	SUDDUTH, STEPHEN D	06/15/2023	\$2,787.34
	00024479	E01625	TAPIA, LUIS A	06/15/2023	\$2,973.10
	00024480	E04756	TARIN, ALEXIS P	06/15/2023	\$2,654.08
	00024481	E03239	TAUANU U, STEVE J	06/15/2023	\$2,449.61
	00024482	E04773	THURMAN JR, EDWIN O	06/15/2023	\$1,079.03
	00024483	E08679	THURMAN, RODERICK	06/15/2023	\$1,946.43
	00024484	E04825	TRUJILLO, JOSEPH E	06/15/2023	\$2,332.66
	00024485	E02482	UPHUS, MARK P	06/15/2023	\$4,572.82
	00024486	E03681	VASQUEZ, JOSE A	06/15/2023	\$3,718.49
	00024487	E02942	VERA, EVARISTO	06/15/2023	\$2,129.56
	00024488	E03727	VERGARA NEAL, ANA G	06/15/2023	\$2,978.88
	00024489	E05093	VIRAMONTES, ALEXANDRA	06/15/2023	\$2,822.51
	00024490	E01580	VU, DAI C	06/15/2023	\$4,542.37
	00024491	E04362	VU, KHANG L	06/15/2023	\$3,786.04
	00024492	E03414	WILLIAMS, HILLARD J	06/15/2023	\$205.10
	00024493	E04006	WILLIAMS, RICHARD L	06/15/2023	\$2,503.48
	00024494	E05023	YNIGUEZ, KARISSA N	06/15/2023	\$2,963.32
	00024495	E03436	ZIEGLER, RICK S	06/15/2023	\$252.39
	00024496	E03917	ALLEN, CHRISTOPHER L	06/15/2023	\$72.59

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C	port Generate	eu on Jun 15,	2023 0.07.31 AW		rage 18
	Check	Vendor #	Vendor Name	Issue Date	Check Amount
	00024497	E04163	AMBRIZ GARCIA, EDWARD D	06/15/2023	\$1,469.91
	00024498	E04784	BANUELOS, ALEJANDRO	06/15/2023	\$5,601.68
	00024499	E04063	BERGER, JAN	06/15/2023	\$2,537.10
	00024500	E00651	BERMUDEZ, ROBERT P	06/15/2023	\$3,527.79
	00024501	E03495	BLAS, VICTOR T	06/15/2023	\$2,467.72
	00024502	E00070	CANNON, TIM P	06/15/2023	\$5,110.16
	00024503	E04365	DAN, CARINA M	06/15/2023	\$2,455.07
	00024504	E04440	DAVIS, RYAN H	06/15/2023	\$2,051.84
	00024505	E03145	DE LA ROSA, FRANK X	06/15/2023	\$2,379.00
	00024506	E03051	DIEMERT, RONALD W	06/15/2023	\$2,931.01
	00024507	E02718	ESCOBAR, CHRIS N	06/15/2023	\$2,863.05
	00024508	E03688	GLENN, JEREMY J	06/15/2023	\$64.48
	00024509	E01618	GOMEZ, JOSE	06/15/2023	\$2,524.85
	00024510	E02701	GONZALEZ, ALEJANDRO	06/15/2023	\$7,964.63
	00024511	E03763	GRIFFIN, LARRY	06/15/2023	\$1,672.50
	00024512	E04828	GUERRERO, MICHAEL V	06/15/2023	\$2,291.67
	00024513	E04018	HAENDIGES, ROBERT A	06/15/2023	\$2,199.91
	00024514	E03575	HART, RYAN S	06/15/2023	\$2,355.15
	00024515	E03701	HAYES, WALTER B	06/15/2023	\$3,995.89
	00024516	E03399	HOWENSTEIN, FRANK D	06/15/2023	\$2,664.00
	00024517	E03406	HUY, EDWARD A	06/15/2023	\$2,348.47
	00024518	E04782	JIN, LIYAN	06/15/2023	\$2,626.84
	00024519	E03534	KIM, SAMUEL K	06/15/2023	\$3,735.42
	00024520	E03254	KIRZHNER, ALLEN G	06/15/2023	\$3,433.28
	00024521	E05095	LALLY, JASON T	06/15/2023	\$2,255.14
	00024522	E03988	LI, REBECCA PIK KWAN	06/15/2023	\$4,113.06
	00024523	E02063	MA AE, DAVID	06/15/2023	\$2,203.50
	00024524	E03249	MANSON, RAQUEL K	06/15/2023	\$2,844.13
	00024525	E04837	MARTINEZ, ALFREDO	06/15/2023	\$1,987.11
	00024526	E02124	MEISLAHN, TYLER	06/15/2023	\$2,116.54
	00024527	E04403	MONTGOMERY, JESSE K	06/15/2023	\$2,651.31
	00024528	E04707	MORRIS, JUSTIN M	06/15/2023	\$1,987.79
	00024529	E03590	MOYA JR, STEVEN J	06/15/2023	\$2,466.20
	00024530	E03519	MURAD, BASIL G	06/15/2023	\$2,994.65
	00024531	E03144	NATLAND, KIRK L	06/15/2023	\$1,772.45

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00024532	E04291	NGUYEN, DUC TRUNG	06/15/2023	\$2,871.55
00024533	E04904	NGUYEN, LISA	06/15/2023	\$199.95
00024534	E03221	NICOLAE, CORNELIU	06/15/2023	\$3,374.47
00024535	E04210	NUNES, BRANDON S	06/15/2023	\$2,316.97
00024536	E03923	ORNELAS, ANDREW I	06/15/2023	\$2,645.34
00024537	E03582	ORTEGA, DAVID A	06/15/2023	\$2,995.58
00024538	E03578	PASILLAS, CELESTINO J	06/15/2023	\$3,139.53
00024539	E03170	PEARSON, WILLIAM F	06/15/2023	\$3,520.33
00024540	E04805	POLIDORI, JESSICA J	06/15/2023	\$3,613.40
00024541	E02500	PORRAS, STEPHEN	06/15/2023	\$3,898.83
00024542	E07590	RUITENSCHILD, LES A	06/15/2023	\$3,426.42
00024543	E03926	RUIZ, JONATHAN	06/15/2023	\$3,148.19
00024544	E07690	SANTOS, ALEXIS	06/15/2023	\$2,113.01
00024545	E07692	SARMIENTO, ADRIAN M	06/15/2023	\$2,736.25
00024546	E04956	SON, TOMMY T	06/15/2023	\$2,083.64
00024547	E04301	TALAMANTES JR, ALBERT	06/15/2023	\$2,306.01
00024548	E04121	TRAN, MINH K	06/15/2023	\$2,714.11
00024549	E08881	VALENZUELA, ALEJANDRO N	06/15/2023	\$5,730.13
00024550	E01882	VIRAMONTES, JESSE	06/15/2023	\$2,230.43
00024551	E04195	WOLLAND, RONALD J	06/15/2023	\$2,167.34
00024552	E09940	YERGENSEN, VICTOR K	06/15/2023	\$2,770.46
00024553	E09954	ZAVALA, JOHN	06/15/2023	\$4,112.25
00024554	E00740	BLODGETT, GREG	06/15/2023	\$4,158.64
00024555	E01338	CARRENO, SHAUNA J	06/15/2023	\$2,220.50
00024556	E03808	CHENG, ALANA R	06/15/2023	\$3,588.18
00024557	E03353	COVARRUBIAS, MONICA	06/15/2023	\$3,708.42
00024558	E05102	FLORES CRUZ, LAURA	06/15/2023	\$1,985.20
00024559	E03697	GUERRERO, PAUL	06/15/2023	\$3,429.85
00024560	E04750	HO, VY D	06/15/2023	\$1,879.10
00024561	E04096	HUYNH, DANNY	06/15/2023	\$5,131.93
00024562	E02612	KLOESS, VILMA C	06/15/2023	\$2,867.45
00024563	E01949	LE, IVY	06/15/2023	\$2,354.99
00024564	E05092	LE, LINH D	06/15/2023	\$2,185.99
00024565	E01280	LE, TAMMY	06/15/2023	\$1,701.59
00024566	E03617	LEE, GRACE E	06/15/2023	\$2,878.17

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00024567	E05828	MIDDENDORF, LINDA	06/15/2023	\$3,342.45
00024568	E02895	MOURE, SVETLANA	06/15/2023	\$3,098.82
00024569	E04948	NGUYEN, HOAI THUONG H	06/15/2023	\$1,730.46
00024570	E03255	NGUYEN, PHUONG VIEN T	06/15/2023	\$2,260.99
00024571	E02560	NGUYEN, QUANG	06/15/2023	\$2,760.47
00024572	E01286	NGUYEN, TINA T	06/15/2023	\$2,176.89
00024573	E03541	PHI, THYANA T	06/15/2023	\$2,829.64
00024574	E05106	ROMERO, ALEX	06/15/2023	\$1,872.42
00024575	E04408	THRONE, TIMOTHY E	06/15/2023	\$2,302.83
00024576	E02543	TO, TANYA L	06/15/2023	\$1,696.07
00024577	E01971	TRAN, CUONG K	06/15/2023	\$2,435.31
00024578	E02056	TRUONG, ELAINE	06/15/2023	\$1,839.20
00024579	E02562	VO, THANH-NGUYEN	06/15/2023	\$1,859.94
00024580	E05104	YANG, DAEUN	06/15/2023	\$362.25
			EFT - Total	\$1,699,743.96
			Overall - Total	\$1,724,113.21

Server Name: cognos.ggcity.org

City of Garden Grove Certificate of Warrants Register Date: Between Jun 15, 2023 and Jun 29, 2023

This is to certify the demands covered by EFT numbers 00024581 through 00025231 and check numbers 00185418 through 00185450 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note:

Finance Director Patricia Song

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PY - Payroll

Check Type: CHK

Check Type. Chik					
	Check	Vendor #	Vendor Name	Issue Date	Check Amount
	00185418	E05035	NGUYEN, TAN V	06/29/2023	\$49.27
	00185419	E00977	BELAIR, DIANE	06/29/2023	\$2,453.28
	00185420	E05110	BARAJAS, GEMMA A	06/29/2023	\$1,104.24
	00185421	E05043	BARRAGAN, AUDREY A	06/29/2023	\$499.52
	00185422	E05139	BONACHEA, BRANDON D	06/29/2023	\$931.31
	00185423	E05121	CASTRO PEREZ, ANDREA	06/29/2023	\$495.31
	00185424	E04930	CHOW, IRIS L	06/29/2023	\$609.51
	00185425	E05127	FLORES, ERIKA	06/29/2023	\$509.88
	00185426	E05133	GONZALEZ, NADIA V	06/29/2023	\$597.24
	00185427	E05152	HERNANDEZ, CLARISSA	06/29/2023	\$393.34
	00185428	E05143	HOANG, JOLYN DT	06/29/2023	\$834.07
	00185429	E05147	LE, WILSON D	06/29/2023	\$495.31
	00185430	E05148	MAZARIEGOS, ALEXA X	06/29/2023	\$116.54
	00185431	E04797	NADEAU, MICHAEL P	06/29/2023	\$884.66
	00185432	E04936	NGUYEN, BRENDAN L	06/29/2023	\$278.84
	00185433	E05124	NGUYEN, KAYLA H	06/29/2023	\$880.98
	00185434	E05144	NGUYEN, VALARIE K	06/29/2023	\$959.63
	00185435	E05120	NGUYEN, VICKY	06/29/2023	\$478.01
	00185436	E05137	PHAN, BRYAN L	06/29/2023	\$1,082.90
	00185437	E05105	RODRIGUEZ, ROGER	06/29/2023	\$661.32
	00185438	E05151	SORIANO, KIMBERLY A	06/29/2023	\$286.80
	00185439	E05123	TRAN, VINCENT G	06/29/2023	\$597.24
	00185440	E05149	VAZQUEZ, ELOISA E	06/29/2023	\$211.24
	00185441	E05146	NIZ, IXA N	06/29/2023	\$1,029.62
	00185442	E05145	VACCARO, CHRISTIAN L	06/29/2023	\$509.88
	00185443	E05135	BARNHART, CHARLEY A	06/29/2023	\$961.41
	00185444	E05122	DORADO, ANTHONY	06/29/2023	\$973.19
	00185445	E03529	ROCHA, MICHAEL F	06/29/2023	\$2,493.34
	00185446	E05141	RODRIGUEZ, JOY R	06/29/2023	\$925.23
	00185447	E05067	SANCHEZ, MARTIN	06/29/2023	\$826.28
	00185448	E05136	VASQUEZ, PEDRO	06/29/2023	\$584.68
	00185449	E05134	VEGA, ERIC J	06/29/2023	\$1,058.42
	00185450	E03446	JIMENEZ, VIDAL	06/29/2023	\$1,812.03

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Check	Vendor #	Vendor Name	Issue Date Ch	neck Amount
			CHK - Total	\$26,584.52

Check Type: EFT

Check Type	e: EFT			
Check	Vendor #	Vendor Name	Issue Date	Check Amount
00024581	E05079	TRAN, CINDY NGOC	06/21/2023	\$2,192.12
00024582	E03973	AVILA, VERONICA	06/29/2023	\$2,772.70
00024583	E04755	BRIETIGAM III, GEORGE S	06/29/2023	\$778.36
00024584	E02788	DAVIS, JEFFREY P	06/29/2023	\$1,733.97
00024585	E05080	DOVINH, JOSEPH T	06/29/2023	\$736.14
00024586	E04994	GREENUP, BREANNA C	06/29/2023	\$1,011.73
00024587	E00803	HADDAD, PAMELA M	06/29/2023	\$2,040.63
00024588	E03612	JONES, STEVEN R	06/29/2023	\$919.67
00024589	E04442	KIM, LISA L	06/29/2023	\$5,441.42
00024590	E04131	KIM, NOELLE N	06/29/2023	\$3,080.09
00024591	E04536	KLOPFENSTEIN, STEPHANIE L	06/29/2023	\$616.09
00024592	E05072	LOPEZ, CARLOS	06/29/2023	\$1,885.32
00024593	E02787	MORAN, MARIE L	06/29/2023	\$2,850.07
00024594	E04537	NGUYEN, KIM B	06/29/2023	\$717.63
00024595	E04534	ONEILL, JOHN R	06/29/2023	\$793.68
00024596	E04528	PARK, SHAWN S	06/29/2023	\$2,792.35
00024597	E04443	POLLOCK, AMANDA M	06/29/2023	\$2,027.58
00024598	E06945	POMEROY, TERESA L	06/29/2023	\$3,831.37
00024599	E01964	PULIDO, ANA E	06/29/2023	\$4,598.97
00024600	E05057	SATO, MICHI L	06/29/2023	\$2,777.90
00024601	E00564	STIPE, MARIA A	06/29/2023	\$7,632.03
00024602	E03715	THAI, KRISTY H	06/29/2023	\$2,521.37
00024603	E05079	TRAN, CINDY NGOC	06/29/2023	\$793.89
00024604	E03983	VASQUEZ, LIZABETH C	06/29/2023	\$2,603.05
00024605	E04971	VITAL, ANDREA	06/29/2023	\$1,789.03
00024606	E04230	WIMMER, MISSY M	06/29/2023	\$1,832.79
00024607	E04944	ANDERSON CAMBA, ASHLEIGH R	06/29/2023	\$2,190.95
00024608	E04764	BRADLEY, JANNA K	06/29/2023	\$2,737.75
00024609	E03766	CERDA, MARY C	06/29/2023	\$2,240.07
00024610	E04673	HART, BRANDI M	06/29/2023	\$987.16
00024611	E04363	KWAN, LIANE Y	06/29/2023	\$4,056.99
00024612	E01985	LEE, JANY H	06/29/2023	\$4,291.29

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Check	Vendor#	Vendor Name	Issue Date	Check Amount
00024613	E03420	PROCTOR, SHERRILL A	06/29/2023	\$2,500.69
00024614	E05078	SANCHEZ, GIOVANNI P	06/29/2023	\$2,101.63
00024615	E04417	STEPHENSON, CAITLYN M	06/29/2023	\$2,192.15
00024616	E02115	STOVER, LAURA J	06/29/2023	\$5,363.01
00024617	E05082	YIN, ARTHUR	06/29/2023	\$2,106.46
00024618	E04390	AMBRIZ, STEPHANIE	06/29/2023	\$1,377.27
00024619	E04445	BROWN, KAREN J	06/29/2023	\$625.17
00024620	E03313	BUI, AI N	06/29/2023	\$661.11
00024621	E05068	CASTELLON, ALVARO A	06/29/2023	\$4,228.41
00024622	E04961	CHAO, VICTORIA	06/29/2023	\$1,601.21
00024623	E03686	CHAVEZ, JAIME F	06/29/2023	\$1,682.30
00024624	E03760	CHUNG, JANET J	06/29/2023	\$2,966.42
00024625	E05094	CORTEZ, ELIZABETH M.	06/29/2023	\$1,742.30
00024626	E04957	CURTSEIT, MARIA	06/29/2023	\$2,010.94
00024627	E04960	FUKAZAWA, KEISUKE	06/29/2023	\$2,110.66
00024628	E05055	GAMINO, LINDA M	06/29/2023	\$1,411.24
00024629	E03134	GARCIA, SYLVIA	06/29/2023	\$2,636.45
00024630	E03877	GOMEZ, STEVEN E	06/29/2023	\$1,496.36
00024631	E03429	GULLEY, SUSAN J	06/29/2023	\$451.71
00024632	E03016	HERNANDEZ, GARY F	06/29/2023	\$1,774.99
00024633	E04569	HOFFMAN, CORINNE L	06/29/2023	\$2,454.22
00024634	E04968	HONG, SEUNGBUM	06/29/2023	\$1,721.66
00024635	E04959	LE, KENNETH H	06/29/2023	\$1,752.70
00024636	E00057	MANALANSAN, NEAL M	06/29/2023	\$2,135.42
00024637	E01668	MAY, ROBERT W	06/29/2023	\$1,689.56
00024638	E01393	MENDEZ, ANGELA M	06/29/2023	\$2,128.97
00024639	E03628	MENDOZA, CHRISTI C	06/29/2023	\$1,964.89
00024640	E04958	NGO, TINA	06/29/2023	\$2,687.13
00024641	E04838	NIGATU, SELAMAWIT	06/29/2023	\$2,806.04
00024642	E02429	PHAM, ANH	06/29/2023	\$1,858.09
00024643	E03610	RAMIREZ, EVA	06/29/2023	\$2,105.07
00024644	E04973	RAMOS, NANCY	06/29/2023	\$2,937.77
00024645	E05097	RODRIGUEZ, SEBASTIAN	06/29/2023	\$2,004.04
00024646	E03539	SEGAWA, SANDRA E	06/29/2023	\$3,823.72
00024647	E04780	SONG, YUAN	06/29/2023	\$5,424.76

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	00024650	E04674	WHITTAKER DEGEN, HELEN E	06/29/2023	\$746.27
	00024651	E04527	YOO, MEENA	06/29/2023	\$2,259.57
	00024652	E04493	ANDREWS, STEVEN F	06/29/2023	\$2,648.19
	00024653	E00845	CHANG, TERENCE S	06/29/2023	\$3,148.51
	00024654	E05091	ENCISO, MARIA VERONICA M	06/29/2023	\$2,030.40
	00024655	E03498	ESPINOZA, VERNA L	06/29/2023	\$2,661.12
	00024656	E04523	GALLO, CESAR	06/29/2023	\$3,372.84
	00024657	E04415	GOLD, ANNA L	06/29/2023	\$2,187.01
	00024658	E04713	HINGCO, ERNIE E	06/29/2023	\$2,059.62
	00024659	E02617	KLOESS, GEOFFREY A	06/29/2023	\$4,330.82
	00024660	E03571	MORAGRAAN, RACHOT	06/29/2023	\$4,121.47
	00024661	E05071	OCHOA, NICOLAS E	06/29/2023	\$2,479.19
	00024662	E01277	PROFFITT, NOEL J	06/29/2023	\$3,675.77
	00024663	E01901	RAO, ANAND V	06/29/2023	\$6,489.96
	00024664	E05027	SANCHEZ MENDOZA, ALFREDO	06/29/2023	\$2,128.42
	00024665	E05073	SEYMOUR, DAVID M	06/29/2023	\$933.52
	00024666	E04395	SWANSON, MATTHEW T	06/29/2023	\$2,026.30
	00024667	E01674	VALENZUELA, ANTHONY	06/29/2023	\$1,749.94
	00024668	E00809	VICTORIA, ROD T	06/29/2023	\$2,559.18
	00024669	E03014	WILDER, CANDY G	06/29/2023	\$1.82
	00024670	E03509	WINSTON, TERREL KEITH	06/29/2023	\$3,299.34
	00024671	E03725	ABU HAMDIYYAH, AMEENAH	06/29/2023	\$2,099.21
	00024672	E02996	ASHLEIGH, JULIE A	06/29/2023	\$2,124.16
	00024673	E05099	BECK, CRAIG A	06/29/2023	\$4,229.37
	00024674	E03601	CHUNG, CHRISTOPHER	06/29/2023	\$3,160.51
	00024675	E00128	CRAMER, RITA M	06/29/2023	\$2,774.11
	00024676	E04394	DAHLHEIMER, BRYSON T	06/29/2023	\$2,974.15
	00024677	E04879	DAKE, RYAN J	06/29/2023	\$2,411.36
	00024678	E04578	DENT, DAVID A	06/29/2023	\$4,636.21
	00024679	E03531	HERNANDEZ, RALPH V	06/29/2023	\$2,392.94
	00024680	E04855	HERRERA JR, ARMANDO	06/29/2023	\$486.42
	00024681	E03410	HODSON, AARON J	06/29/2023	\$2,328.64

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00024682 E04716

KASKLA, PRIIT J

\$2,364.91

06/29/2023

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Vendor #	Vendor Name	Issue Date	Check Amount
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E03044	MOORE, JUDITH A	06/29/2023	\$2,237.85
E04635	NGUYEN, PHU T	06/29/2023	\$4,000.71
E02842	PARRA, MARIA C	06/29/2023	\$3,776.62
E04992	ROBLES, ALFONSO	06/29/2023	\$2,487.44
E04862	TRAN, JAKE P	06/29/2023	\$2,059.02
E05048	TUONG, NGHIA T	06/29/2023	\$2,268.12
E05053	VU, VINNY X	06/29/2023	\$1,776.46
E03643	ALVARADO, YOLANDA A	06/29/2023	\$1,895.72
E05009	ALVAREZ, CYNTHIA	06/29/2023	\$353.51
E04978	AVINA, MIKAYLA M	06/29/2023	\$557.16
E04771	BAILOR, REBECCA J	06/29/2023	\$968.55
E04988	BAUTISTA, BRENDA	06/29/2023	\$2,111.90
E04262	BEARD, ALEX C	06/29/2023	\$961.65
E04929	BENITEZ, LIZBETH	06/29/2023	\$501.92
E05125	BUI, RUBY	06/29/2023	\$994.29
E02658	CAMARENA, RACHEL M	06/29/2023	\$2,549.61
E01588	CAMARENA, RENE	06/29/2023	\$2,393.63
E01902	CASILLAS, VICTORIA M	06/29/2023	\$2,089.75
E05101	CASTANEDA, LILIANA	06/29/2023	\$776.64
E05058	CATAQUIZ, CHARLIZE N	06/29/2023	\$1,075.09
E03304	CHUMACERO, DEANNA M	06/29/2023	\$1,324.04
E04611	CROSS, AMANDA D	06/29/2023	\$2,026.17
E04814	DE ROSAS, VICTOR	06/29/2023	\$567.74
E04688	DELGADO CHAVEZ, MARLY	06/29/2023	\$382.41
E04653	DIAZ, GABRIELA	06/29/2023	\$709.16
E05013	DINH, TIFFANY	06/29/2023	\$736.81
E05107	DO, HUY T	06/29/2023	\$814.66
E05090	ESCARENO, MELISSA	06/29/2023	\$788.94
E02120	FRAUSTO, LUIZ F	06/29/2023	\$71.51
E04679	FREEMAN, MARK C	06/29/2023	\$3,646.73
E05019	FUENTES, DIANA	06/29/2023	\$746.18
E04481	GARCIA, JARED D	06/29/2023	\$582.75
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00024721	E00940	GRANT, JACOB R	06/29/2023	\$2,168.17
00024722	E04967	HASHEMI, SETAREH	06/29/2023	\$489.97
00024723	E01687	HOLER, KIMBERLY K	06/29/2023	\$825.56
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00024725	E05032	LEE, JASON J	06/29/2023	\$127.47
00024726	E05138	LOPEZ, ELIZABETH A	06/29/2023	\$929.85
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00024729	E05014	MARIN, AMANDA T	06/29/2023	\$1,052.70
00024730	E05140	MARTINEZ, ERICK	06/29/2023	\$526.52
00024731	E01552	MEDINA, JESUS	06/29/2023	\$1,804.06
00024732	E00455	MEDINA, JUAN	06/29/2023	\$2,416.10
00024733	E02808	MONTANCHEZ, JOHN A	06/29/2023	\$5,929.35
00024734	E05022	MUNOZ, JULIANNE I	06/29/2023	\$1,131.52
00024735	E05044	NADEAU, RYANN E	06/29/2023	\$934.70
00024736	E05128	NAEA, IRIEANNA M	06/29/2023	\$1,076.84
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00024741	E04391	NICHOLAS, NOEL N	06/29/2023	\$1,755.44
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00024746	E03893	PICKRELL, ARIELLE	06/29/2023	\$1,766.73
00024747	E05116	PRADO, ALEXA	06/29/2023	\$899.16
00024748	E04932	RAYO, ALONDRA	06/29/2023	\$116.54
00024749	E05130	REYNOLDS, SARABETH A	06/29/2023	\$1,095.74
00024750	E02754	REYNOSO, SUGEIRY	06/29/2023	\$2,663.10
00024751	E05118	RODRIGUEZ, JOSHUA R	06/29/2023	\$825.14
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00024756	E04933	ROSAS, VANESSA	06/29/2023	\$674.54
00024757	E01893	SAUCEDO, DANA MARIE	06/29/2023	\$3,154.94
00024758	E00925	SCHLUMPBERGER, EMERON J	06/29/2023	\$1,079.81
00024759	E04926	SERNA, SAMANTHA M	06/29/2023	\$314.57
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00024761	E04927	SINGER, LAUREN ROSE EMIKO N	06/29/2023	\$811.25
00024762	E03895	SMITH, REBECCA S	06/29/2023	\$494.81
00024763	E04798	TANG, ETHAN	06/29/2023	\$1,088.51
00024764	E05131	TRAN, NGOC DIEM	06/29/2023	\$667.70
00024765	E05030	TRIGGS, MARY SHANNON	06/29/2023	\$1,564.17
00024766	E04924	TU, KATHY	06/29/2023	\$667.70
00024767	E01396	VALDIVIA, CLAUDIA	06/29/2023	\$3,496.96
00024768	E00015	VAN SICKLE, JEFFREY	06/29/2023	\$2,660.18
00024769	E04687	VARGAS, SAMANTHA B	06/29/2023	\$1,034.26
00024770	E05046	VARGAS-CABRERA, ARMANDO	06/29/2023	\$576.79
00024771	E05017	VARGAS-SERNA, KELLY	06/29/2023	\$772.99
00024772	E03085	VICTORIA, PAUL E	06/29/2023	\$1,342.84
00024773	E05117	VILLALPANDO, MIA F	06/29/2023	\$607.98
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00024775	E04609	VIRAMONTES, JACOB D	06/29/2023	\$645.99
00024776	E04274	WILMES, DAVID M	06/29/2023	\$568.59
00024777	E05070	XOOL VARGAS, RUDY G	06/29/2023	\$305.93
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00024780	E03712	ALARCON, CLAUDIA	06/29/2023	\$3,575.20
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00024782	E00121	ALLISON, WILLIAM	06/29/2023	\$7,228.37
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00024786	E03011	ANDERSON, BOBBY B	06/29/2023	\$3,638.51
00024787	E05040	ARCHULETA, ANDREW M	06/29/2023	\$2,534.15

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00024791	E03397	ASHBY, PAUL W	06/29/2023	\$3,572.55
00024792	E04719	ATWOOD, MARIA S	06/29/2023	\$2,192.07
00024793	E04613	AVALOS JR, FRANCISCO	06/29/2023	\$2,380.73
00024794	E04550	BAEK, SHARON S	06/29/2023	\$2,478.47
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00024805	E04753	BERENGER, BEAU A	06/29/2023	\$4,156.24
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00024825	E02372	CENTENO, JUAN C	06/29/2023	\$5,125.28
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00024827	E04867	CHAPPELL, SHYLER R.D.	06/29/2023	\$2,447.09
00024828	E03481	CHAURAN HAIRGROVE, TAMMY L	06/29/2023	\$3,054.70
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00024847	E03691	DELGADO JR, JUAN L	06/29/2023	\$4,170.78
00024848	E03395	DIX, JENNIFER A	06/29/2023	\$2,660.62
00024849	E05088	DOAN, THOMMY	06/29/2023	\$1,949.51
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00024853	E04844	DUARTE, TAYLOR M	06/29/2023	\$2,857.73
00024854	E04720	DUDLEY, BROC D	06/29/2023	\$2,638.35
00024855	E03625	EARLE, CHRISTOPHER M	06/29/2023	\$3,457.27
00024856	E03740	EL FARRA, AMIR A	06/29/2023	\$5,858.38
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00024861	E02708	ENRIQUEZ, JOHN G	06/29/2023	\$1,098.06
00024862	E02734	ESCALANTE, OTTO J	06/29/2023	\$12,002.70
00024863	E04334	ESCOBEDO, JOSHUA N	06/29/2023	\$3,330.76
00024864	E02724	ESTLOW, STEPHEN C	06/29/2023	\$3,147.56
00024865	E04358	ESTRADA MONSANTO, MICHELLE N	06/29/2023	\$2,820.41
00024866	E04748	FAJARDO, JESUS	06/29/2023	\$0.00
00024867	E04303	FERREIRA JR, HECTOR	06/29/2023	\$2,868.53
00024868	E01663	FERRIN, KORY C	06/29/2023	\$4,139.55
00024869	E03976	FIGUEREDO, GEORGE R	06/29/2023	\$4,529.71
00024870	E04774	FLINN, PATRICIA C	06/29/2023	\$2,957.25
00024871	E02887	FOSTER, VICTORIA M	06/29/2023	\$1,536.44
00024872	E04033	FRANCISCO, KATHERINE M	06/29/2023	\$2,337.73
00024873	E02963	FRANKS, JAMES D	06/29/2023	\$3,114.50
00024874	E04747	FRESENIUS, ROBERT D	06/29/2023	\$2,551.60
00024875	E00903	FRUTOS, VERONICA	06/29/2023	\$1,887.99
00024876	E04729	GARCIA, JOSEPH A	06/29/2023	\$2,282.85
00024877	E03086	GARCIA, PETE	06/29/2023	\$4,181.75
00024878	E03659	GARNER, AMANDA B	06/29/2023	\$3.16
00024879	E02606	GEORGE, DAVID L	06/29/2023	\$2,152.81
00024880	E04351	GERDIN, MICHAEL E	06/29/2023	\$3,033.03
00024881	E04542	GIFFORD, ROBERT J	06/29/2023	\$3,088.22
00024882	E04658	GIRGENTI, BRIAN C	06/29/2023	\$3,298.89
00024883	E04401	GLEASON, SEAN M	06/29/2023	\$2,862.16
00024884	E04917	GOMEZ, JESUS	06/29/2023	\$2,395.46
00024885	E04863	GONZALEZ JR, GONZALO	06/29/2023	\$2,601.92
00024886	E05003	HA, DANNY	06/29/2023	\$3,576.73
00024887	E04732	HADDEN, TRAVIS J	06/29/2023	\$2,393.10
00024888	E04787	HALEY, KYLE N	06/29/2023	\$2,983.90
00024889	E03527	HALLER, TROY	06/29/2023	\$4,643.98
00024890	E03402	HEINE, STEVEN H	06/29/2023	\$4,619.24
00024891	E02469	HERRERA, JOSE D	06/29/2023	\$3,847.40
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00024893	E03713	HOLLOWAY, WILLIAM T	06/29/2023	\$4,308.77
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00024895	E04654	HURLEY, KIRK P	06/29/2023	\$2,816.60
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00024897	E03815	HUYNH, AI KELLY	06/29/2023	\$2,680.91
00024898	E03559	HUYNH, THI A	06/29/2023	\$3,200.36
00024899	E04915	ITURRALDE, JENNIFER L	06/29/2023	\$1,258.01
00024900	E04583	JENSEN, MICHAEL J	06/29/2023	\$3,651.68
00024901	E02935	JENSEN, NICKOLAS K	06/29/2023	\$4,670.28
00024902	E04587	JIMENEZ JR, EFRAIN A	06/29/2023	\$3,242.83
00024903	E04781	JIMENEZ TAVAREZ, SERGIO J	06/29/2023	\$2,233.55
00024904	E04655	JOHNSON, CODY M	06/29/2023	\$2,537.98
00024905	E03368	JOHNSON, JASON L	06/29/2023	\$4,566.05
00024906	E03831	JORDAN, GERALD F	06/29/2023	\$3,350.73
00024907	E04610	JORDAN, VICTORIA A	06/29/2023	\$92.70
00024908	E04444	JULIENNE, PATRICK R	06/29/2023	\$3,241.46
00024909	E04460	KAISER, GEORGE R	06/29/2023	\$1,097.51
00024910	E04559	KELLEY, KRISTOFER D	06/29/2023	\$3,196.79
00024911	E04353	KEUILIAN, SHELBY	06/29/2023	\$2,276.51
00024912	E04663	KIM, CHAD B	06/29/2023	\$2,972.49
00024913	E04641	KIM, EDWARD K	06/29/2023	\$420.43
00024914	E04538	KIMBERLY, ALLYSON L	06/29/2023	\$1,784.43
00024915	E03932	KIVLER, ROBERT J	06/29/2023	\$2,957.91
00024916	E03389	KOLANO, JOSEPH L	06/29/2023	\$3,834.32
00024917	E03294	KOVACS, LEA K	06/29/2023	\$3,041.34
00024918	E05000	KOVACS, TIMOTHY M	06/29/2023	\$2,725.88
00024919	E04669	KOVACS, TIMOTHY P	06/29/2023	\$4,788.74
00024920	E03484	KUNKEL, PETER M	06/29/2023	\$3,513.04
00024921	E04804	LADD, LAUREN M	06/29/2023	\$2,171.77
00024922	E04857	LANG, MICHAEL J	06/29/2023	\$3,903.05
00024923	E03511	LAZENBY, NICHOLAS A	06/29/2023	\$3,305.79
00024924	E04877	LE, BAO TINH THI	06/29/2023	\$2,012.72
00024925	E04021	LEE, RAPHAEL M	06/29/2023	\$4,640.49
00024926	E04970	LEIVA, EDUARDO C	06/29/2023	\$5,459.50
00024927	E03488	LEYVA, ERICK	06/29/2023	\$4,281.13

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Check	Vendor #	Vendor Name	Issue Date	Check Amount		
00024928	E04541	LINK, DEREK M	06/29/2023	\$4,784.55		
00024929	E00030	LOERA JR, RAFAEL	06/29/2023	\$4,215.20		
00024930	E05033	LOFFLER, CHARLES H	06/29/2023	\$5,304.77		
00024931	E02645	LOPEZ, DAVID	06/29/2023	\$4,127.33		
00024932	E05066	LORD, MARK A	06/29/2023	\$4,343.89		
00024933	E04581	LOWEN, BRADLEY A	06/29/2023	\$3,186.79		
00024934	E04761	LUCATERO, JESSE A	06/29/2023	\$2,671.49		
00024935	E00027	LUKAS, STEVEN W	06/29/2023	\$2,316.08		
00024936	E04048	LUX, ROBERT D	06/29/2023	\$2,361.37		
00024937	E03663	LUX, RYAN M	06/29/2023	\$3,694.08		
00024938	E04772	LY, LINDALINH THU	06/29/2023	\$2,122.00		
00024939	E04661	MACHUCA, ROBERTO	06/29/2023	\$3,690.57		
00024940	E03752	MACY, TAYLOR A	06/29/2023	\$3,285.42		
00024941	E04532	MANIACI, GIANLUCA F	06/29/2023	\$3,794.90		
00024942	E04435	MARCHAND, MATTHEW P	06/29/2023	\$7,030.81		
00024943	E01359	MARTINEZ JR, MARIO	06/29/2023	\$4,852.65		
00024944	E04974	MARTINEZ, JUANITA PATRICIA	06/29/2023	\$2,380.80		
00024945	E02792	MATA, RAQUEL D	06/29/2023	\$948.60		
00024946	E04656	MAZON, JORGE L	06/29/2023	\$2,791.59		
00024947	E02796	MCFARLANE, MARIA C	06/29/2023	\$2,229.26		
00024948	E06761	MEEKS, REBECCA S	06/29/2023	\$4,128.21		
00024949	E03826	MEERS, BRYAN J	06/29/2023	\$4,566.25		
00024950	E02655	MENDOZA CAMPOS, MELISSA	06/29/2023	\$2,860.49		
00024951	E04402	MERRILL, KENNETH E	06/29/2023	\$250.07		
00024952	E03965	MIHALIK, DANNY J	06/29/2023	\$4,508.86		
00024953	E04865	MORIN, LINDA M	06/29/2023	\$3,212.07		
00024954	E04352	MORSE, JEREMY N	06/29/2023	\$4,803.43		
00024955	E01940	MORTON, NATHAN D	06/29/2023	\$4,464.19		
00024956	E04454	MOSER, MICHAEL A	06/29/2023	\$1,891.40		
00024957	E03929	MURILLO JR, RAUL	06/29/2023	\$4,520.99		
00024958	E04626	MURO, JASON M	06/29/2023	\$4,190.26		
00024959	E04577	MUSCHETTO, PATRICK J	06/29/2023	\$2,306.24		
00024960	E03422	NADOLSKI, THOMAS R	06/29/2023	\$2,574.84		
00024961	E05084	NAKANO HITZKE, SARAH V	06/29/2023	\$1,522.17		
00024962	E04111	NEELY, JACOB J	06/29/2023	\$2,408.16		

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00024966	E05054	NUNEZ, BREANNE S	06/29/2023	\$2,320.69
00024967	E03350	OLIVO, JOSHUA T	06/29/2023	\$4,288.79
00024968	E04035	ORTIZ, STEVEN TRUJILLO	06/29/2023	\$2,986.65
00024969	E03427	PANELLA, JOSEPH N	06/29/2023	\$3,857.70
00024970	E04910	PAQUA, BRANDON J	06/29/2023	\$2,537.23
00024971	E01948	PARK, BRANDY J	06/29/2023	\$5,519.63
00024972	E02995	PAYAN, CRISTINA V	06/29/2023	\$2,982.33
00024973	E00824	PAYAN, LUIS A	06/29/2023	\$4,932.03
00024974	E04843	PEREZ, EMMANUEL	06/29/2023	\$2,907.03
00024975	E00145	PERKINS, JASON S	06/29/2023	\$5,776.26
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00024977	E06938	PLUARD, DOUGLAS A	06/29/2023	\$4,290.16
00024978	E03299	POLOPEK, COREY T	06/29/2023	\$3,815.66
00024979	E05050	QUANG, DENNIS	06/29/2023	\$2,425.45
00024980	E04788	QUIROZ, LUIS A	06/29/2023	\$2,114.14
00024981	E05100	RAABE, MATTHEW A	06/29/2023	\$2,385.27
00024982	E03967	RAMIREZ OROZCO, SINDY	06/29/2023	\$4,820.84
00024983	E04955	RAMIREZ, KAYLYN C	06/29/2023	\$1,905.96
00024984	E03390	RAMIREZ, LUIS F	06/29/2023	\$3,987.08
00024985	E05021	RAMIREZ, TERRA M	06/29/2023	\$3,073.29
00024986	E05049	RAMOS, DAVID N	06/29/2023	\$2,682.77
00024987	E04914	RAMOS, RODOLFO B	06/29/2023	\$495.31
00024988	E03217	RANEY, JOHN E	06/29/2023	\$3,341.23
00024989	E04941	RASMUSSEN, TRENTON L	06/29/2023	\$2,115.47
00024990	E04659	REED, THOMAS S	06/29/2023	\$3,328.20
00024991	E03486	REYES, RON A	06/29/2023	\$3,287.45
00024992	E04911	RICHARDS, BRYANT D	06/29/2023	\$2,257.19
00024993	E04437	RICHMOND, RYAN R	06/29/2023	\$3,043.70
00024994	E04860	ROCHA, RUDY A	06/29/2023	\$981.27
00024995	E04738	RODRIGUEZ, DANIEL	06/29/2023	\$3,095.14
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	00025000	E04507	ROMBOUGH, JENNIFER V	06/29/2023	\$2,396.64	
	00025001	E04552	RUZIECKI, ERIC T	06/29/2023	\$3,602.39	
	00025002	E02845	SALAZAR, SEAN M	06/29/2023	\$2,955.93	
	00025003	E04845	SALGADO JR., ALFREDO	06/29/2023	\$2,409.89	
	00025004	E03297	SAMOFF, TANYA L	06/29/2023	\$2,638.27	
	00025005	E02646	SANTANA, LINO G	06/29/2023	\$9,786.70	
	00025006	E05086	SEELY, BRITTANY L	06/29/2023	\$480.74	
	00025007	E03035	SEYMOUR, SUSAN A I	06/29/2023	\$2,627.32	
	00025008	E04282	SHELGREN, CHRISTOPHER M	06/29/2023	\$3,098.25	
	00025009	E04616	SHIPLEY, AARON T	06/29/2023	\$3,490.89	
	00025010	E02937	SHORROW, NICOLE D	06/29/2023	\$3,025.77	
	00025011	E04864	SILVA, LEVI JOENIEL	06/29/2023	\$2,451.05	
	00025012	E04576	SIMONS, SHAYLEN L	06/29/2023	\$2,720.32	
	00025013	E04934	SLETTVET, HEATHER P	06/29/2023	\$2,799.62	
	00025014	E02587	SOSEBEE, DANNY J	06/29/2023	\$2,376.65	
	00025015	E03563	SPELLMAN, MARSHA D	06/29/2023	\$2,762.72	
	00025016	E04500	STAAL, GAREY D	06/29/2023	\$3,650.89	
	00025017	E03218	STARNES, CHARLES W	06/29/2023	\$6,075.52	
	00025018	E03761	STEPHENSON III, ROBERT M	06/29/2023	\$4,805.74	
	00025019	E04584	STROUD, BRIAN T	06/29/2023	\$4,711.03	
	00025020	E02979	TESSIER, PAUL M	06/29/2023	\$3,826.27	
	00025021	E04449	TRAN, SPENCER T	06/29/2023	\$2,654.28	
	00025022	E02982	VAICARO, VINCENTE J	06/29/2023	\$5,489.98	
	00025023	E03053	VALENCIA, EDGAR	06/29/2023	\$3,760.93	
	00025024	E04667	VAUGHN, CALEB I	06/29/2023	\$1,118.82	
	00025025	E04977	VAZQUEZ, BRIAN M	06/29/2023	\$276.79	
	00025026	E04434	VELLANOWETH, KIMBRA S	06/29/2023	\$2,282.41	
	00025027	E04903	VIGIL, DANIEL C	06/29/2023	\$2,490.26	
	00025028	E03022	VU, TUONG-VAN NGUYEN	06/29/2023	\$2,475.59	
	00025029	E04730	VU, TYLER D	06/29/2023	\$1,887.68	
	00025030	E01905	WAINWRIGHT, JONATHAN B	06/29/2023	\$3,599.63	
	00025031	E03220	WARDLE, DENNIS	06/29/2023	\$3,486.78	
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WARDLE, SANTA

\$2,063.72

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	00025033	E04758	WEYKER, CHRYSTAL L	06/29/2023	\$2,507.51
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	00025035	E03305	WIMMER, ROYCE C	06/29/2023	\$5,931.96
	00025036	E04762	WREN, DANIELLE E	06/29/2023	\$2,915.33
	00025037	E04763	WRIGHT, SARAH A	06/29/2023	\$2,705.95
	00025038	E04856	XU, DUO	06/29/2023	\$2,129.55
	00025039	E03543	YELENSKY, SHANNON M	06/29/2023	\$2,083.01
	00025040	E04156	YERGLER, JOHN J	06/29/2023	\$3,743.84
	00025041	E04722	YNIGUEZ, COLE A	06/29/2023	\$2,908.81
	00025042	E09942	YOUNG, DAVID C	06/29/2023	\$834.24
	00025043	E01978	ZMIJA, ADAM D	06/29/2023	\$3,749.99
	00025044	E04517	AGUIRRE, ALFRED J	06/29/2023	\$3,699.46
	00025045	E01626	AGUIRRE, ANSELMO	06/29/2023	\$2,140.99
	00025046	E04451	AGUIRRE, ANTHONY U	06/29/2023	\$365.42
	00025047	E05087	ALVAREZ, CARLOS J	06/29/2023	\$1,729.11
	00025048	E04631	ANDREI, IOAN	06/29/2023	\$1,190.17
	00025049	E05113	ARAUJO, ANTONIO	06/29/2023	\$1,028.89
	00025050	E04678	BABINSKI IV, SYLVESTER A	06/29/2023	\$2,110.54
	00025051	E05098	BARNESE, VINCENZO A	06/29/2023	\$2,616.91
	00025052	E04336	BECERRA, RODOLPHO M	06/29/2023	\$2,187.84
	00025053	E04972	BECERRA-SAMANIEGO JR, GABRIEL	06/29/2023	\$2,180.96
	00025054	E01255	BOS, MICHAEL C	06/29/2023	\$2,256.71
	00025055	E04650	BUCHLER, RAYMOND A	06/29/2023	\$1,729.43
	00025056	E01584	CANDELARIA, DANIEL J	06/29/2023	\$4,557.76
	00025057	E04300	CANO, EDGAR A	06/29/2023	\$2,174.37
	00025058	E03828	CANTRELL, JEFFREY G	06/29/2023	\$2,335.76
	00025059	E05063	CARRILLO, GEORGE	06/29/2023	\$2,478.44
	00025060	E03811	CARRISOZA, ALBERT J	06/29/2023	\$2,417.65
	00025061	E00916	CARTER, PHILLIP J	06/29/2023	\$3,457.11
	00025062	E04869	CHAVEZ, DAMIAN JESUS	06/29/2023	\$611.80
	00025063	E04551	CONTRERAS, GABRIELA R	06/29/2023	\$2,557.04
	00025064	E03518	COTTON, JULIE T	06/29/2023	\$1,821.59
	00025065	E03807	DE LA ROSA, VINCENT L	06/29/2023	\$3,245.26
	00025066	E03736	DIBAJ, KAMYAR	06/29/2023	\$3,501.78
	00025067	E02515	DUVALL, RICK L	06/29/2023	\$2,995.89

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00025070	E03405	FERNANDEZ, CECELIA A	06/29/2023	\$1,301.54
00025071	E04990	FLORES, MITCHELL C	06/29/2023	\$1,745.41
00025072	E05064	FOX, LUCAS	06/29/2023	\$358.47
00025073	E05037	GAINES, JEFFREY S	06/29/2023	\$830.04
00025074	E05010	GALVAN, EDGAR	06/29/2023	\$199.26
00025075	E04754	GARCIA, ALICIA R	06/29/2023	\$1,610.04
00025076	E04677	GIROUARD, CASEY G	06/29/2023	\$1,621.12
00025077	E04629	GOMEZ, DIANA	06/29/2023	\$1,023.35
00025078	E03341	GONZALEZ, JORGE	06/29/2023	\$1,255.97
00025079	E03400	GREENE, MICHAEL R	06/29/2023	\$2,369.29
00025080	E03685	GUZMAN, JESSE	06/29/2023	\$2,593.46
00025081	E04299	HANSEN, AARON R	06/29/2023	\$2,733.21
00025082	E03523	HARO, GLORIA A	06/29/2023	\$1,267.53
00025083	E03759	HERNANDEZ, HERMILO	06/29/2023	\$2,786.06
00025084	E04622	HOFER, ALICIA M	06/29/2023	\$1,987.49
00025085	E02874	HOLMON III, ALBERT J	06/29/2023	\$4,021.90
00025086	E04347	HSIEH, NICOLAS C	06/29/2023	\$3,601.46
00025087	E03588	HUYNH, HUY HOA	06/29/2023	\$2,399.32
00025088	E04831	ILFELD, MATTHEW D	06/29/2023	\$1,978.60
00025089	E01907	JACOT, ROSEMARIE	06/29/2023	\$2,317.95
00025090	E04296	JOHNSON, ERIC W	06/29/2023	\$1,700.55
00025091	E04979	JURADO, MICHAEL	06/29/2023	\$3,513.25
00025092	E04470	KAYLOR, BRENT	06/29/2023	\$2,559.20
00025093	E04728	KHALIL, MARK M	06/29/2023	\$2,257.15
00025094	E05115	KOUTSOYANOPULOS, ALDOCHRIS V	06/29/2023	\$1,684.69
00025095	E04382	KWIATKOWSKI, BRYAN D	06/29/2023	\$2,232.25
00025096	E02852	LADNEY, MARK W	06/29/2023	\$2,906.75
00025097	E04769	LAMAS, LEONEL A	06/29/2023	\$1,058.38
00025098	E03813	LEWIS, SHAN L	06/29/2023	\$3,152.15
00025099	E03301	LEYVA, RAUL	06/29/2023	\$4,340.78
00025100	E05065	LOMELI, JONATHAN	06/29/2023	\$580.86
00025101	E05006	MARQUEZ, STEVEN ADAM	06/29/2023	\$1,399.16
00025102	E05364	MARU, NAVIN B	06/29/2023	\$3,508.00

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Check	Vendor#	Vendor Name	Issue Date	Check Amount
00025103	E04665	MEJIA, DIEGO A	06/29/2023	\$2,159.39
00025104	E03493	MENDEZ, RIGOBERTO	06/29/2023	\$2,179.21
00025105	E04998	MENDOZA, LAURA	06/29/2023	\$1,014.27
00025106	E04724	MOORE, DOUGLAS A	06/29/2023	\$2,754.64
00025107	E04827	MORELAND, ANDREW J	06/29/2023	\$1,670.59
00025108	E04222	MOSS, DANIEL C	06/29/2023	\$1,497.46
00025109	E01243	MURRAY JR, WILLIAM E	06/29/2023	\$7,618.36
00025110	E04634	NAVARRO, JUAN C	06/29/2023	\$3,116.29
00025111	E04969	ORNELLAS, MICHAEL	06/29/2023	\$1,776.07
00025112	E03378	ORTIZ, STEVEN T	06/29/2023	\$2,551.64
00025113	E04999	ORTUNO, ANIBAL	06/29/2023	\$2,040.04
00025114	E05114	PACE, FRANK D	06/29/2023	\$908.33
00025115	E03754	PINKSTON, RICHARD L	06/29/2023	\$9,680.88
00025116	E05112	POE, HEIDI L	06/29/2023	\$3,140.75
00025117	E04567	POWELL, AUSTIN H	06/29/2023	\$2,720.78
00025118	E03799	QUIROZ, ROLANDO	06/29/2023	\$3,035.95
00025119	E05031	RAMIREZ, AACIN	06/29/2023	\$2,059.82
00025120	E04572	REED, MELVIN P	06/29/2023	\$2,031.47
00025121	E02058	REYES, DELFRADO C	06/29/2023	\$1,320.07
00025122	E04295	ROBLES, RAFAEL	06/29/2023	\$2,036.61
00025123	E04563	RODRIGUEZ, ADRIANNA M	06/29/2023	\$1,245.58
00025124	E05004	RUELAS, SERGIO	06/29/2023	\$1,675.87
00025125	E04289	SALDIVAR, RICARDO	06/29/2023	\$1,578.58
00025126	E04505	SANTOS, MICHAEL F	06/29/2023	\$3,427.03
00025127	E04836	SOTO, WILLIAM A	06/29/2023	\$2,079.58
00025128	E05089	STAIR, DEAN T	06/29/2023	\$1,159.57
00025129	E03091	SUDDUTH, STEPHEN D	06/29/2023	\$2,787.34
00025130	E01625	TAPIA, LUIS A	06/29/2023	\$3,034.18
00025131	E04756	TARIN, ALEXIS P	06/29/2023	\$2,654.08
00025132	E03239	TAUANU U, STEVE J	06/29/2023	\$2,449.61
00025133	E04773	THURMAN JR, EDWIN O	06/29/2023	\$1,079.03
00025134	E08679	THURMAN, RODERICK	06/29/2023	\$1,946.43
00025135	E04825	TRUJILLO, JOSEPH E	06/29/2023	\$1,602.83
00025136	E02482	UPHUS, MARK P	06/29/2023	\$4,572.83
00025137	E03681	VASQUEZ, JOSE A	06/29/2023	\$3,017.44

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00025138	E02942	VERA, EVARISTO	06/29/2023	\$2,464.90
00025139	E03727	VERGARA NEAL, ANA G	06/29/2023	\$2,978.88
00025140	E05093	VIRAMONTES, ALEXANDRA	06/29/2023	\$2,822.51
00025141	E01580	VU, DAI C	06/29/2023	\$4,542.39
00025142	E04362	VU, KHANG L	06/29/2023	\$3,325.68
00025143	E03414	WILLIAMS, HILLARD J	06/29/2023	\$556.47
00025144	E04006	WILLIAMS, RICHARD L	06/29/2023	\$2,503.48
00025145	E05023	YNIGUEZ, KARISSA N	06/29/2023	\$2,564.39
00025146	E03436	ZIEGLER, RICK S	06/29/2023	\$985.12
00025147	E03917	ALLEN, CHRISTOPHER L	06/29/2023	\$72.59
00025148	E04163	AMBRIZ GARCIA, EDWARD D	06/29/2023	\$1,469.91
00025149	E04784	BANUELOS, ALEJANDRO	06/29/2023	\$2,959.60
00025150	E04063	BERGER, JAN	06/29/2023	\$2,537.10
00025151	E00651	BERMUDEZ, ROBERT P	06/29/2023	\$3,527.79
00025152	E03495	BLAS, VICTOR T	06/29/2023	\$2,559.17
00025153	E00070	CANNON, TIM P	06/29/2023	\$3,446.31
00025154	E04365	DAN, CARINA M	06/29/2023	\$2,516.27
00025155	E04440	DAVIS, RYAN H	06/29/2023	\$2,291.09
00025156	E03145	DE LA ROSA, FRANK X	06/29/2023	\$1,868.69
00025157	E03051	DIEMERT, RONALD W	06/29/2023	\$2,583.01
00025158	E02718	ESCOBAR, CHRIS N	06/29/2023	\$2,977.16
00025159	E03688	GLENN, JEREMY J	06/29/2023	\$111.88
00025160	E01618	GOMEZ, JOSE	06/29/2023	\$2,180.44
00025161	E02701	GONZALEZ, ALEJANDRO	06/29/2023	\$3,563.29
00025162	E03763	GRIFFIN, LARRY	06/29/2023	\$3,459.32
00025163	E04828	GUERRERO, MICHAEL V	06/29/2023	\$1,954.78
00025164	E04018	HAENDIGES, ROBERT A	06/29/2023	\$2,217.50
00025165	E03575	HART, RYAN S	06/29/2023	\$2,218.56
00025166	E03701	HAYES, WALTER B	06/29/2023	\$3,995.89
00025167	E03399	HOWENSTEIN, FRANK D	06/29/2023	\$2,573.05
00025168	E03406	HUY, EDWARD A	06/29/2023	\$3,451.90
00025169	E04782	JIN, LIYAN	06/29/2023	\$2,626.84
00025170	E03534	KIM, SAMUEL K	06/29/2023	\$4,037.42
00025171	E03254	KIRZHNER, ALLEN G	06/29/2023	\$3,334.61
00025172	E05095	LALLY, JASON T	06/29/2023	\$2,255.14

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00025173	E03988	LI, REBECCA PIK KWAN	06/29/2023	\$4,113.06
00025174	E02063	MA AE, DAVID	06/29/2023	\$2,203.50
00025175	E03249	MANSON, RAQUEL K	06/29/2023	\$2,844.13
00025176	E04837	MARTINEZ, ALFREDO	06/29/2023	\$1,987.12
00025177	E02124	MEISLAHN, TYLER	06/29/2023	\$2,116.54
00025178	E04403	MONTGOMERY, JESSE K	06/29/2023	\$2,378.92
00025179	E04707	MORRIS, JUSTIN M	06/29/2023	\$1,987.79
00025180	E03590	MOYA JR, STEVEN J	06/29/2023	\$2,466.20
00025181	E03519	MURAD, BASIL G	06/29/2023	\$2,994.65
00025182	E03144	NATLAND, KIRK L	06/29/2023	\$1,622.56
00025183	E04291	NGUYEN, DUC TRUNG	06/29/2023	\$2,279.55
00025184	E04904	NGUYEN, LISA	06/29/2023	\$199.95
00025185	E03221	NICOLAE, CORNELIU	06/29/2023	\$3,487.30
00025186	E04210	NUNES, BRANDON S	06/29/2023	\$1,942.88
00025187	E03923	ORNELAS, ANDREW I	06/29/2023	\$2,645.34
00025188	E03582	ORTEGA, DAVID A	06/29/2023	\$4,906.30
00025189	E03578	PASILLAS, CELESTINO J	06/29/2023	\$3,139.53
00025190	E03170	PEARSON, WILLIAM F	06/29/2023	\$2,794.24
00025191	E04805	POLIDORI, JESSICA J	06/29/2023	\$3,613.40
00025192	E02500	PORRAS, STEPHEN	06/29/2023	\$3,162.48
00025193	E07590	RUITENSCHILD, LES A	06/29/2023	\$4,132.73
00025194	E03926	RUIZ, JONATHAN	06/29/2023	\$2,730.20
00025195	E07690	SANTOS, ALEXIS	06/29/2023	\$2,113.01
00025196	E07692	SARMIENTO, ADRIAN M	06/29/2023	\$3,529.01
00025197	E04956	SON, TOMMY T	06/29/2023	\$2,083.64
00025198	E04301	TALAMANTES JR, ALBERT	06/29/2023	\$2,856.45
00025199	E04121	TRAN, MINH K	06/29/2023	\$2,512.94
00025200	E08881	VALENZUELA, ALEJANDRO N	06/29/2023	\$5,382.23
00025201	E01882	VIRAMONTES, JESSE	06/29/2023	\$2,836.57
00025202	E04195	WOLLAND, RONALD J	06/29/2023	\$2,204.46
00025203	E09940	YERGENSEN, VICTOR K	06/29/2023	\$2,320.44
00025204	E09954	ZAVALA, JOHN	06/29/2023	\$3,840.33
00025205	E00740	BLODGETT, GREG	06/29/2023	\$4,385.73
00025206	E01338	CARRENO, SHAUNA J	06/29/2023	\$2,220.50
00025207	E03808	CHENG, ALANA R	06/29/2023	\$3,588.18

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00025208	E03353	COVARRUBIAS, MONICA	06/29/2023	\$3,708.42
00025209	E05102	FLORES CRUZ, LAURA	06/29/2023	\$2,038.83
00025210	E03697	GUERRERO, PAUL	06/29/2023	\$2,885.04
00025211	E04750	HO, VY D	06/29/2023	\$1,879.10
00025212	E04096	HUYNH, DANNY	06/29/2023	\$4,174.40
00025213	E02612	KLOESS, VILMA C	06/29/2023	\$2,867.45
00025214	E01949	LE, IVY	06/29/2023	\$2,354.99
00025215	E05092	LE, LINH D	06/29/2023	\$2,185.99
00025216	E01280	LE, TAMMY	06/29/2023	\$1,701.59
00025217	E03617	LEE, GRACE E	06/29/2023	\$2,878.17
00025218	E05828	MIDDENDORF, LINDA	06/29/2023	\$3,342.45
00025219	E02895	MOURE, SVETLANA	06/29/2023	\$2,486.82
00025220	E04948	NGUYEN, HOAI THUONG H	06/29/2023	\$1,745.34
00025221	E03255	NGUYEN, PHUONG VIEN T	06/29/2023	\$2,260.99
00025222	E02560	NGUYEN, QUANG	06/29/2023	\$2,760.47
00025223	E01286	NGUYEN, TINA T	06/29/2023	\$4,428.15
00025224	E03541	PHI, THYANA T	06/29/2023	\$2,803.44
00025225	E05106	ROMERO, ALEX	06/29/2023	\$1,872.42
00025226	E04408	THRONE, TIMOTHY E	06/29/2023	\$2,302.83
00025227	E02543	TO, TANYA L	06/29/2023	\$1,696.07
00025228	E01971	TRAN, CUONG K	06/29/2023	\$2,435.31
00025229	E02056	TRUONG, ELAINE	06/29/2023	\$1,839.20
00025230	E02562	VO, THANH-NGUYEN	06/29/2023	\$1,859.94
00025231	E05104	YANG, DAEUN	06/29/2023	\$1,807.05
			EFT - Total	\$1,644,642.39
			Overall - Total	\$1,671,226.91

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City of Garden Grove Certificate of Warrants Register Date: Jul 13, 2023

This is to certify the demands covered by EFT numbers 00025232 through 00025887 and check numbers 00185451 through 00185476 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note:

Finance Director Patricia Song

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PY - Payroll

Check Type: CHK

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00185451	E05035	NGUYEN, TAN V	07/13/2023	\$49.27
00185452	E00977	BELAIR, DIANE	07/13/2023	\$2,452.94
00185453	E05110	BARAJAS, GEMMA A	07/13/2023	\$897.85
00185454	E05043	BARRAGAN, AUDREY A	07/13/2023	\$597.24
00185455	E05139	BONACHEA, BRANDON D	07/13/2023	\$862.35
00185456	E05121	CASTRO PEREZ, ANDREA	07/13/2023	\$422.47
00185457	E04930	CHOW, IRIS L	07/13/2023	\$910.26
00185458	E05127	FLORES, ERIKA	07/13/2023	\$415.19
00185459	E05133	GONZALEZ, NADIA V	07/13/2023	\$946.89
00185460	E05143	HOANG, JOLYN DT	07/13/2023	\$655.39
00185461	E05148	MAZARIEGOS, ALEXA X	07/13/2023	\$517.16
00185462	E04797	NADEAU, MICHAEL P	07/13/2023	\$725.13
00185463	E04936	NGUYEN, BRENDAN L	07/13/2023	\$509.88
00185464	E05124	NGUYEN, KAYLA H	07/13/2023	\$842.59
00185465	E05144	NGUYEN, VALARIE K	07/13/2023	\$934.70
00185466	E05120	NGUYEN, VICKY	07/13/2023	\$454.11
00185467	E05137	PHAN, BRYAN L	07/13/2023	\$990.79
00185468	E05105	RODRIGUEZ, ROGER	07/13/2023	\$616.05
00185469	E05153	SODERSTROM, LOGAN K	07/13/2023	\$517.16
00185470	E05123	TRAN, VINCENT G	07/13/2023	\$258.93
00185471	E05149	VAZQUEZ, ELOISA E	07/13/2023	\$298.64
00185472	E05135	BARNHART, CHARLEY A	07/13/2023	\$896.96
00185473	E05122	DORADO, ANTHONY	07/13/2023	\$727.39
00185474	E03529	ROCHA, MICHAEL F	07/13/2023	\$2,170.12
00185475	E05067	SANCHEZ, MARTIN	07/13/2023	\$651.73
00185476	E03446	JIMENEZ, VIDAL	07/13/2023	\$2,719.18
			CHK - Tota	l \$22,040.37

Check Type: EFT

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00025232	E03973	AVILA, VERONICA	07/13/2023	\$2,748.32
00025233	E03982	BECKLES, CAROL E	07/13/2023	\$49.27
00025234	E04755	BRIETIGAM III, GEORGE S	07/13/2023	\$778.36

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Check	Vendor#	Vendor Name	Issue Date	Check Amount
00025235	E02788	DAVIS, JEFFREY P	07/13/2023	\$2,710.47
00025236	E05080	DOVINH, JOSEPH T	07/13/2023	\$730.47
00025237	E04994	GREENUP, BREANNA C	07/13/2023	\$418.61
00025238	E00803	HADDAD, PAMELA M	07/13/2023	\$2,040.29
00025239	E03612	JONES, STEVEN R	07/13/2023	\$454.04
00025240	E04442	KIM, LISA L	07/13/2023	\$7,785.38
00025241	E04131	KIM, NOELLE N	07/13/2023	\$3,050.97
00025242	E04536	KLOPFENSTEIN, STEPHANIE L	07/13/2023	\$610.29
00025243	E05072	LOPEZ, CARLOS	07/13/2023	\$1,787.59
00025244	E02787	MORAN, MARIE L	07/13/2023	\$2,849.73
00025245	E04537	NGUYEN, KIM B	07/13/2023	\$717.63
00025246	E04534	ONEILL, JOHN R	07/13/2023	\$787.28
00025247	E04528	PARK, SHAWN S	07/13/2023	\$2,764.37
00025248	E04443	POLLOCK, AMANDA M	07/13/2023	\$2,520.76
00025249	E06945	POMEROY, TERESA L	07/13/2023	\$4,020.86
00025250	E01964	PULIDO, ANA E	07/13/2023	\$4,598.63
00025251	E05057	SATO, MICHI L	07/13/2023	\$2,559.02
00025252	E00564	STIPE, MARIA A	07/13/2023	\$6,033.14
00025253	E03715	THAI, KRISTY H	07/13/2023	\$2,521.03
00025254	E05079	TRAN, CINDY NGOC	07/13/2023	\$787.49
00025255	E03983	VASQUEZ, LIZABETH C	07/13/2023	\$2,602.72
00025256	E04971	VITAL, ANDREA	07/13/2023	\$1,771.33
00025257	E04230	WIMMER, MISSY M	07/13/2023	\$1,676.04
00025258	E04944	ANDERSON CAMBA, ASHLEIGH R	07/13/2023	\$2,190.61
00025259	E04764	BRADLEY, JANNA K	07/13/2023	\$2,704.67
00025260	E03766	CERDA, MARY C	07/13/2023	\$2,239.73
00025261	E04673	HART, BRANDI M	07/13/2023	\$735.59
00025262	E04363	KWAN, LIANE Y	07/13/2023	\$3,656.40
00025263	E01985	LEE, JANY H	07/13/2023	\$17,106.55
00025264	E03420	PROCTOR, SHERRILL A	07/13/2023	\$2,500.35
00025265	E05078	SANCHEZ, GIOVANNI P	07/13/2023	\$2,083.33
00025266	E04417	STEPHENSON, CAITLYN M	07/13/2023	\$2,167.94
00025267	E02115	STOVER, LAURA J	07/13/2023	\$5,362.67
00025268	E05082	YIN, ARTHUR	07/13/2023	\$2,088.15
00025269	E04390	AMBRIZ, STEPHANIE	07/13/2023	\$1,413.39

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00025270	E04445	BROWN, KAREN J	07/13/2023	\$620.62
00025271	E03313	BUI, AI N	07/13/2023	\$661.11
00025272	E05068	CASTELLON, ALVARO A	07/13/2023	\$4,188.49
00025273	E04961	CHAO, VICTORIA	07/13/2023	\$1,585.34
00025274	E03686	CHAVEZ, JAIME F	07/13/2023	\$1,681.96
00025275	E03760	CHUNG, JANET J	07/13/2023	\$3,347.25
00025276	E05094	CORTEZ, ELIZABETH M.	07/13/2023	\$2,081.96
00025277	E04957	CURTSEIT, MARIA	07/13/2023	\$1,987.44
00025278	E04960	FUKAZAWA, KEISUKE	07/13/2023	\$2,067.42
00025279	E05055	GAMINO, LINDA M	07/13/2023	\$1,396.45
00025280	E03134	GARCIA, SYLVIA	07/13/2023	\$2,748.61
00025281	E03877	GOMEZ, STEVEN E	07/13/2023	\$1,821.66
00025282	E03429	GULLEY, SUSAN J	07/13/2023	\$269.82
00025283	E03016	HERNANDEZ, GARY F	07/13/2023	\$1,774.65
00025284	E04569	HOFFMAN, CORINNE L	07/13/2023	\$2,453.88
00025285	E04968	HONG, SEUNGBUM	07/13/2023	\$1,776.14
00025286	E04959	LE, KENNETH H	07/13/2023	\$1,604.83
00025287	E00057	MANALANSAN, NEAL M	07/13/2023	\$2,116.01
00025288	E01668	MAY, ROBERT W	07/13/2023	\$1,689.22
00025289	E01393	MENDEZ, ANGELA M	07/13/2023	\$2,128.63
00025290	E03628	MENDOZA, CHRISTI C	07/13/2023	\$1,964.55
00025291	E04958	NGO, TINA	07/13/2023	\$2,661.66
00025292	E04838	NIGATU, SELAMAWIT	07/13/2023	\$2,805.70
00025293	E02429	PHAM, ANH	07/13/2023	\$1,857.75
00025294	E03610	RAMIREZ, EVA	07/13/2023	\$2,104.73
00025295	E04973	RAMOS, NANCY	07/13/2023	\$2,911.77
00025296	E05097	RODRIGUEZ, SEBASTIAN	07/13/2023	\$1,984.00
00025297	E03539	SEGAWA, SANDRA E	07/13/2023	\$3,823.38
00025298	E04780	SONG, YUAN	07/13/2023	\$7,493.39
00025299	E04859	VO, MY TRA	07/13/2023	\$3,082.50
00025300	E03433	WESTON, RETA J	07/13/2023	\$506.06
00025301	E04674	WHITTAKER DEGEN, HELEN E	07/13/2023	\$716.30
00025302	E04527	YOO, MEENA	07/13/2023	\$2,259.23
00025303	E04493	ANDREWS, STEVEN F	07/13/2023	\$3,055.38
00025304	E00845	CHANG, TERENCE S	07/13/2023	\$3,148.17

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00025305	E05091	ENCISO, MARIA VERONICA M	07/13/2023	\$2,010.95
00025306	E03498	ESPINOZA, VERNA L	07/13/2023	\$2,660.78
00025307	E04523	GALLO, CESAR	07/13/2023	\$3,341.95
00025308	E04415	GOLD, ANNA L	07/13/2023	\$2,166.50
00025309	E04713	HINGCO, ERNIE E	07/13/2023	\$2,782.74
00025310	E02617	KLOESS, GEOFFREY A	07/13/2023	\$4,330.48
00025311	E03571	MORAGRAAN, RACHOT	07/13/2023	\$4,121.13
00025312	E05071	OCHOA, NICOLAS E	07/13/2023	\$2,457.14
00025313	E01277	PROFFITT, NOEL J	07/13/2023	\$3,675.43
00025314	E01901	RAO, ANAND V	07/13/2023	\$5,916.11
00025315	E05027	SANCHEZ MENDOZA, ALFREDO	07/13/2023	\$2,110.80
00025316	E05073	SEYMOUR, DAVID M	07/13/2023	\$847.84
00025317	E04395	SWANSON, MATTHEW T	07/13/2023	\$2,099.54
00025318	E01674	VALENZUELA, ANTHONY	07/13/2023	\$1,749.60
00025319	E00809	VICTORIA, ROD T	07/13/2023	\$2,558.83
00025320	E03014	WILDER, CANDY G	07/13/2023	\$0.00
00025321	E03509	WINSTON, TERREL KEITH	07/13/2023	\$3,208.61
00025322	E03725	ABU HAMDIYYAH, AMEENAH	07/13/2023	\$2,098.87
00025323	E02996	ASHLEIGH, JULIE A	07/13/2023	\$2,123.82
00025324	E05099	BECK, CRAIG A	07/13/2023	\$3,215.69
00025325	E03601	CHUNG, CHRISTOPHER	07/13/2023	\$3,160.17
00025326	E00128	CRAMER, RITA M	07/13/2023	\$2,773.77
00025327	E04394	DAHLHEIMER, BRYSON T	07/13/2023	\$2,944.89
00025328	E04879	DAKE, RYAN J	07/13/2023	\$2,391.63
00025329	E04578	DENT, DAVID A	07/13/2023	\$6,257.30
00025330	E03531	HERNANDEZ, RALPH V	07/13/2023	\$2,392.60
00025331	E04855	HERRERA JR, ARMANDO	07/13/2023	\$1,288.42
00025332	E03410	HODSON, AARON J	07/13/2023	\$2,265.04
00025333	E04716	KASKLA, PRIIT J	07/13/2023	\$2,343.54
00025334	E04490	LY, HUONG Q	07/13/2023	\$2,368.10
00025335	E04194	MARTINEZ, MARIA L	07/13/2023	\$2,814.22
00025336	E03044	MOORE, JUDITH A	07/13/2023	\$2,237.51
00025337	E04635	NGUYEN, PHU T	07/13/2023	\$3,958.52
00025338	E02842	PARRA, MARIA C	07/13/2023	\$3,541.06
00025339	E04992	ROBLES, ALFONSO	07/13/2023	\$2,465.71

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00025342	E05053	VU, VINNY X	07/13/2023	\$1,754.84
00025343	E03643	ALVARADO, YOLANDA A	07/13/2023	\$1,895.38
00025344	E05009	ALVAREZ, CYNTHIA	07/13/2023	\$495.70
00025345	E04771	BAILOR, REBECCA J	07/13/2023	\$668.58
00025346	E04988	BAUTISTA, BRENDA	07/13/2023	\$2,094.18
00025347	E04262	BEARD, ALEX C	07/13/2023	\$1,036.97
00025348	E04929	BENITEZ, LIZBETH	07/13/2023	\$282.83
00025349	E05125	BUI, RUBY	07/13/2023	\$1,015.73
00025350	E02658	CAMARENA, RACHEL M	07/13/2023	\$2,162.53
00025351	E01588	CAMARENA, RENE	07/13/2023	\$5,236.17
00025352	E01902	CASILLAS, VICTORIA M	07/13/2023	\$2,089.41
00025353	E05101	CASTANEDA, LILIANA	07/13/2023	\$619.33
00025354	E05058	CATAQUIZ, CHARLIZE N	07/13/2023	\$882.03
00025355	E03304	CHUMACERO, DEANNA M	07/13/2023	\$1,191.64
00025356	E04611	CROSS, AMANDA D	07/13/2023	\$3,507.58
00025357	E04814	DE ROSAS, VICTOR	07/13/2023	\$392.37
00025358	E04688	DELGADO CHAVEZ, MARLY	07/13/2023	\$254.94
00025359	E04653	DIAZ, GABRIELA	07/13/2023	\$980.47
00025360	E05013	DINH, TIFFANY	07/13/2023	\$690.28
00025361	E05107	DO, HUY T	07/13/2023	\$949.40
00025362	E05090	ESCARENO, MELISSA	07/13/2023	\$658.13
00025363	E02120	FRAUSTO, LUIZ F	07/13/2023	\$274.00
00025364	E04679	FREEMAN, MARK C	07/13/2023	\$3,646.39
00025365	E05019	FUENTES, DIANA	07/13/2023	\$608.96
00025366	E04481	GARCIA, JARED D	07/13/2023	\$380.11
00025367	E04253	GARCIA, VANESSA L	07/13/2023	\$778.19
00025368	E05069	GARCIA, VERONICA	07/13/2023	\$63.73
00025369	E03337	GODDARD, JENNIFER DANIELLE	07/13/2023	\$3,027.32
00025370	E04982	GONZALEZ, KATHERYN	07/13/2023	\$111.53
00025371	E00940	GRANT, JACOB R	07/13/2023	\$2,112.01
00025372	E04967	HASHEMI, SETAREH	07/13/2023	\$195.19
00025373	E05152	HERNANDEZ, CLARISSA	07/13/2023	\$1,074.46
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00025377	E05032	LEE, JASON J	07/13/2023	\$63.73
00025378	E05138	LOPEZ, ELIZABETH A	07/13/2023	\$929.16
00025379	E04682	LOPEZ, KALYSTA N	07/13/2023	\$625.64
00025380	E03603	MA AE, ELAINE M	07/13/2023	\$3,132.02
00025381	E05014	MARIN, AMANDA T	07/13/2023	\$910.07
00025382	E05140	MARTINEZ, ERICK	07/13/2023	\$508.09
00025383	E01552	MEDINA, JESUS	07/13/2023	\$1,803.72
00025384	E00455	MEDINA, JUAN	07/13/2023	\$2,415.76
00025385	E02808	MONTANCHEZ, JOHN A	07/13/2023	\$5,929.01
00025386	E05022	MUNOZ, JULIANNE I	07/13/2023	\$840.15
00025387	E05044	NADEAU, RYANN E	07/13/2023	\$686.85
00025388	E05128	NAEA, IRIEANNA M	07/13/2023	\$480.74
00025389	E05126	NGO, Y N	07/13/2023	\$530.98
00025390	E04947	NGUYEN, ALEXANDER H	07/13/2023	\$674.95
00025391	E05108	NGUYEN, JORDAN V	07/13/2023	\$1,018.48
00025392	E05052	NGUYEN, RYAN N	07/13/2023	\$904.87
00025393	E04391	NICHOLAS, NOEL N	07/13/2023	\$1,750.37
00025394	E04931	NODAL, NATALIE	07/13/2023	\$570.25
00025395	E00785	OCADIZ HERNANDEZ, GABRIELA	07/13/2023	\$3,428.81
00025396	E04965	ORDUNO, SAMANTHA	07/13/2023	\$636.12
00025397	E03361	PELAYO, JANET E	07/13/2023	\$3,921.85
00025398	E04777	PHAN, EDOUARD T	07/13/2023	\$463.95
00025399	E03893	PICKRELL, ARIELLE	07/13/2023	\$1,766.73
00025400	E05116	PRADO, ALEXA	07/13/2023	\$833.17
00025401	E05130	REYNOLDS, SARABETH A	07/13/2023	\$1,070.16
00025402	E02754	REYNOSO, SUGEIRY	07/13/2023	\$2,662.76
00025403	E05118	RODRIGUEZ, JOSHUA R	07/13/2023	\$640.19
00025404	E05103	RODRIGUEZ, MATTHEW S	07/13/2023	\$576.79
00025405	E03362	ROMERO, MARINA Y	07/13/2023	\$2,087.78
00025406	E04684	ROSALES, MARIA D	07/13/2023	\$784.48
00025407	E04614	ROSAS, TANYA	07/13/2023	\$302.74
00025408	E04933	ROSAS, VANESSA	07/13/2023	\$557.16
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00025412	E04795	SIEVE, MYCHAELLA J	07/13/2023	\$152.96
00025413	E04927	SINGER, LAUREN ROSE EMIKO N	07/13/2023	\$767.61
00025414	E03895	SMITH, REBECCA S	07/13/2023	\$334.61
00025415	E05151	SORIANO, KIMBERLY A	07/13/2023	\$501.92
00025416	E04798	TANG, ETHAN	07/13/2023	\$571.32
00025417	E05131	TRAN, NGOC DIEM	07/13/2023	\$852.75
00025418	E05030	TRIGGS, MARY SHANNON	07/13/2023	\$1,305.65
00025419	E04924	TU, KATHY	07/13/2023	\$550.61
00025420	E01396	VALDIVIA, CLAUDIA	07/13/2023	\$4,134.08
00025421	E00015	VAN SICKLE, JEFFREY	07/13/2023	\$2,659.85
00025422	E04687	VARGAS, SAMANTHA B	07/13/2023	\$808.05
00025423	E05046	VARGAS-CABRERA, ARMANDO	07/13/2023	\$776.64
00025424	E05017	VARGAS-SERNA, KELLY	07/13/2023	\$651.75
00025425	E03085	VICTORIA, PAUL E	07/13/2023	\$1,505.49
00025426	E05117	VILLALPANDO, MIA F	07/13/2023	\$716.96
00025427	E05018	VILLEGAS, MIA A	07/13/2023	\$458.89
00025428	E04609	VIRAMONTES, JACOB D	07/13/2023	\$614.83
00025429	E04937	VO, ADRIAN K	07/13/2023	\$509.88
00025430	E04274	WILMES, DAVID M	07/13/2023	\$778.58
00025431	E05070	XOOL VARGAS, RUDY G	07/13/2023	\$305.93
00025432	E05076	XU, CHARLIE	07/13/2023	\$320.50
00025433	E03819	ALAMILLO, MARCOS R	07/13/2023	\$4,405.26
00025434	E03712	ALARCON, CLAUDIA	07/13/2023	\$3,920.11
00025435	E03616	ALCARAZ, MARIA A	07/13/2023	\$2,351.52
00025436	E00121	ALLISON, WILLIAM	07/13/2023	\$6,028.85
00025437	E04873	ALVARADO, MADELINE M	07/13/2023	\$1,906.21
00025438	E04080	ALVAREZ BROWN, RICHARD A	07/13/2023	\$1,803.11
00025439	E05028	AMAYA, JOSE J	07/13/2023	\$3,009.25
00025440	E03011	ANDERSON, BOBBY B	07/13/2023	\$3,748.26
00025441	E05040	ARCHULETA, ANDREW M	07/13/2023	\$2,727.43
00025442	E01234	ARELLANO, PEDRO R	07/13/2023	\$4,245.30
00025443	E04875	ARROYO, SANDRA M	07/13/2023	\$2,128.58
00025444	E04497	ASHBAUGH, TIMOTHY R	07/13/2023	\$3,460.00

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00025447	E04613	AVALOS JR, FRANCISCO	07/13/2023	\$2,157.81
00025448	E04550	BAEK, SHARON S	07/13/2023	\$3,131.91
00025449	E05062	BAEZ, JASMIN	07/13/2023	\$552.90
00025450	E04209	BAINTO, JUDY A	07/13/2023	\$578.01
00025451	E04778	BAKER, COLLIN E	07/13/2023	\$3,061.15
00025452	E03005	BANKSON, JOHN F	07/13/2023	\$4,606.89
00025453	E04645	BARRAZA, RENE	07/13/2023	\$4,173.23
00025454	E05041	BARRIOS-ROA, JAYDE D.	07/13/2023	\$3,639.06
00025455	E04432	BEHZAD, JOSHUA K	07/13/2023	\$2,644.83
00025456	E04951	BELLO, ANGELICA	07/13/2023	\$2,028.90
00025457	E03006	BELTHIUS, LISA A	07/13/2023	\$116.09
00025458	E04976	BELTHIUS, TYLER E	07/13/2023	\$262.22
00025459	E04753	BERENGER, BEAU A	07/13/2023	\$4,027.89
00025460	E03296	BERESFORD, EVAN S	07/13/2023	\$3,940.96
00025461	E01604	BERLETH, RYAN S	07/13/2023	\$2,224.15
00025462	E03443	BLUM, JAMES A	07/13/2023	\$3,392.26
00025463	E03363	BOWEN, GENA M	07/13/2023	\$2,721.03
00025464	E04767	BOWMAN, TROY F	07/13/2023	\$3,197.41
00025465	E04963	BOYENS III, ROBERT	07/13/2023	\$3,601.47
00025466	E00946	BRAME, KAREN D	07/13/2023	\$3,099.62
00025467	E04803	BRANTNER, BRITTANEE N	07/13/2023	\$1,998.69
00025468	E05083	BRITTON, CODY W	07/13/2023	\$2,505.22
00025469	E03380	BROWN, JEFFREY A	07/13/2023	\$7,017.98
00025470	E03968	BRUNICK, CARISSA L	07/13/2023	\$2,261.63
00025471	E05074	BUJANONDA, CHANON	07/13/2023	\$3,220.62
00025472	E02031	BURILLO, RICHARD O	07/13/2023	\$5,616.89
00025473	E03972	BUSTILLOS, RYAN V	07/13/2023	\$4,499.79
00025474	E05077	CAGLE, RONALD L	07/13/2023	\$2,068.47
00025475	E03964	CAMARA, DANIEL A	07/13/2023	\$2,987.70
00025476	E04074	CAMPOS, JESENIA	07/13/2023	\$2,681.15
00025477	E03739	CAPPS, THOMAS A	07/13/2023	\$3,106.75
00025478	E05002	CARBALLO, MILTON A	07/13/2023	\$2,853.82
00025479	E02372	CENTENO, JUAN C	07/13/2023	\$4,707.68

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	00025481	E04867	CHAPPELL, SHYLER R.D.	07/13/2023	\$2,575.32
	00025482	E03481	CHAURAN HAIRGROVE, TAMMY L	07/13/2023	\$3,054.36
	00025483	E04498	CHEATHAM, JEROME L	07/13/2023	\$3,553.24
	00025484	E01541	CHO, HAN J	07/13/2023	\$2,461.25
	00025485	E03423	CHOWDHURY, JACINTA F	07/13/2023	\$2,032.34
	00025486	E00003	CIBOSKY, COURTNEY P	07/13/2023	\$3,162.54
	00025487	E04539	CLASBY JR, BRIAN M	07/13/2023	\$1,130.67
	00025488	E04872	CORNETT, KRISTINA L	07/13/2023	\$1,739.06
	00025489	E04832	CORTEZ JR, DARRYL B	07/13/2023	\$2,531.51
	00025490	E04666	CORTEZ, JULIO C	07/13/2023	\$3,358.93
	00025491	E01875	COUGHRAN, ADAM B	07/13/2023	\$148.82
	00025492	E01796	COULTER, GARY L	07/13/2023	\$3,485.11
	00025493	E04555	CRUZ, REYNA	07/13/2023	\$1,938.22
	00025494	E01364	DALTON, BRIAN D	07/13/2023	\$4,764.62
	00025495	E04874	DANG, JOHN	07/13/2023	\$546.58
	00025496	E00126	DANIELEY III, CHARLIE H	07/13/2023	\$2,204.77
	00025497	E04503	DAVILA, ISAAC	07/13/2023	\$2,745.92
	00025498	E04431	DE ALMEIDA LOPES, NICHOLAS A	07/13/2023	\$4,858.89
	00025499	E04731	DE PADUA, TANNER C	07/13/2023	\$4,545.51
	00025500	E03691	DELGADO JR, JUAN L	07/13/2023	\$5,256.22
	00025501	E03395	DIX, JENNIFER A	07/13/2023	\$3,617.51
	00025502	E05088	DOAN, THOMMY	07/13/2023	\$2,488.24
	00025503	E02313	DOSCHER, RONALD A	07/13/2023	\$4,098.40
	00025504	E04586	DOVEAS, CHRISTOPHER C	07/13/2023	\$256.88
	00025505	E04281	DRISCOLL, RUSSELL B	07/13/2023	\$2,553.40
	00025506	E04844	DUARTE, TAYLOR M	07/13/2023	\$2,649.46
	00025507	E04720	DUDLEY, BROC D	07/13/2023	\$3,251.17
	00025508	E03625	EARLE, CHRISTOPHER M	07/13/2023	\$3,802.18
	00025509	E03740	EL FARRA, AMIR A	07/13/2023	\$5,441.03
	00025510	E03927	ELHAMI, MICHAEL K	07/13/2023	\$4,650.25
	00025511	E03933	ELIZONDO, BENJAMIN M	07/13/2023	\$3,657.54
	00025512	E04016	ELIZONDO, FLOR DE LIS	07/13/2023	\$2,993.97
	00025513	E01598	ELSOUSOU, HELENA	07/13/2023	\$3,908.67
	00025514	E02708	ENRIQUEZ, JOHN G	07/13/2023	\$854.62

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00025517	E02724	ESTLOW, STEPHEN C	07/13/2023	\$3,477.78
00025518	E04358	ESTRADA MONSANTO, MICHELLE N	07/13/2023	\$3,078.93
00025519	E04748	FAJARDO, JESUS	07/13/2023	\$350.70
00025520	E04303	FERREIRA JR, HECTOR	07/13/2023	\$3,455.63
00025521	E01663	FERRIN, KORY C	07/13/2023	\$4,556.35
00025522	E03976	FIGUEREDO, GEORGE R	07/13/2023	\$4,207.26
00025523	E04774	FLINN, PATRICIA C	07/13/2023	\$2,956.91
00025524	E02887	FOSTER, VICTORIA M	07/13/2023	\$1,961.72
00025525	E04033	FRANCISCO, KATHERINE M	07/13/2023	\$2,337.39
00025526	E02963	FRANKS, JAMES D	07/13/2023	\$3,459.42
00025527	E04747	FRESENIUS, ROBERT D	07/13/2023	\$3,197.21
00025528	E00903	FRUTOS, VERONICA	07/13/2023	\$2,291.52
00025529	E04729	GARCIA, JOSEPH A	07/13/2023	\$2,491.67
00025530	E03086	GARCIA, PETE	07/13/2023	\$4,542.75
00025531	E03659	GARNER, AMANDA B	07/13/2023	\$2,093.46
00025532	E02606	GEORGE, DAVID L	07/13/2023	\$2,152.47
00025533	E04351	GERDIN, MICHAEL E	07/13/2023	\$3,329.52
00025534	E04542	GIFFORD, ROBERT J	07/13/2023	\$3,491.11
00025535	E04658	GIRGENTI, BRIAN C	07/13/2023	\$3,779.81
00025536	E04401	GLEASON, SEAN M	07/13/2023	\$3,653.11
00025537	E04917	GOMEZ, JESUS	07/13/2023	\$3,439.84
00025538	E04863	GONZALEZ JR, GONZALO	07/13/2023	\$3,544.93
00025539	E05003	HA, DANNY	07/13/2023	\$3,423.74
00025540	E04732	HADDEN, TRAVIS J	07/13/2023	\$2,561.92
00025541	E04787	HALEY, KYLE N	07/13/2023	\$3,382.28
00025542	E03527	HALLER, TROY	07/13/2023	\$4,965.68
00025543	E03402	HEINE, STEVEN H	07/13/2023	\$5,064.24
00025544	E02469	HERRERA, JOSE D	07/13/2023	\$4,210.49
00025545	E04244	HINGCO, PINKY C	07/13/2023	\$3,338.40
00025546	E03713	HOLLOWAY, WILLIAM T	07/13/2023	\$7,895.67
00025547	E04739	HOWARD, JASON A	07/13/2023	\$4,004.23
00025548	E04654	HURLEY, KIRK P	07/13/2023	\$4,095.46
00025549	E04089	HUTCHINS, DONALD J	07/13/2023	\$4,084.04

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00025551	E03559	HUYNH, THI A	07/13/2023	\$3,612.11
00025552	E04915	ITURRALDE, JENNIFER L	07/13/2023	\$1,442.06
00025553	E04583	JENSEN, MICHAEL J	07/13/2023	\$5,693.03
00025554	E02935	JENSEN, NICKOLAS K	07/13/2023	\$6,270.21
00025555	E04587	JIMENEZ JR, EFRAIN A	07/13/2023	\$3,563.68
00025556	E04781	JIMENEZ TAVAREZ, SERGIO J	07/13/2023	\$3,494.05
00025557	E04655	JOHNSON, CODY M	07/13/2023	\$2,511.26
00025558	E03368	JOHNSON, JASON L	07/13/2023	\$3,474.56
00025559	E03831	JORDAN, GERALD F	07/13/2023	\$3,572.02
00025560	E04610	JORDAN, VICTORIA A	07/13/2023	\$226.94
00025561	E04444	JULIENNE, PATRICK R	07/13/2023	\$3,593.57
00025562	E04460	KAISER, GEORGE R	07/13/2023	\$1,135.12
00025563	E04559	KELLEY, KRISTOFER D	07/13/2023	\$4,778.94
00025564	E04353	KEUILIAN, SHELBY	07/13/2023	\$3,092.03
00025565	E04663	KIM, CHAD B	07/13/2023	\$2,827.05
00025566	E04538	KIMBERLY, ALLYSON L	07/13/2023	\$1,765.64
00025567	E03932	KIVLER, ROBERT J	07/13/2023	\$3,032.95
00025568	E03389	KOLANO, JOSEPH L	07/13/2023	\$3,909.33
00025569	E03294	KOVACS, LEA K	07/13/2023	\$3,379.79
00025570	E05000	KOVACS, TIMOTHY M	07/13/2023	\$3,176.37
00025571	E04669	KOVACS, TIMOTHY P	07/13/2023	\$10,984.37
00025572	E03484	KUNKEL, PETER M	07/13/2023	\$3,893.12
00025573	E04804	LADD, LAUREN M	07/13/2023	\$2,151.23
00025574	E04857	LANG, MICHAEL J	07/13/2023	\$4,447.19
00025575	E03511	LAZENBY, NICHOLAS A	07/13/2023	\$3,650.69
00025576	E04877	LE, BAO TINH THI	07/13/2023	\$1,996.44
00025577	E04021	LEE, RAPHAEL M	07/13/2023	\$5,012.09
00025578	E04970	LEIVA, EDUARDO C	07/13/2023	\$5,982.28
00025579	E03488	LEYVA, ERICK	07/13/2023	\$4,697.94
00025580	E04541	LINK, DEREK M	07/13/2023	\$4,196.24
00025581	E00030	LOERA JR, RAFAEL	07/13/2023	\$4,763.31
00025582	E05033	LOFFLER, CHARLES H	07/13/2023	\$6,708.82
00025583	E02645	LOPEZ, DAVID	07/13/2023	\$8,362.18
00025584	E05066	LORD, MARK A	07/13/2023	\$4,748.08

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00025585	E04581	LOWEN, BRADLEY A	07/13/2023	\$3,483.29
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00025587	E00027	LUKAS, STEVEN W	07/13/2023	\$2,315.74
00025588	E04048	LUX, ROBERT D	07/13/2023	\$3,044.29
00025589	E03663	LUX, RYAN M	07/13/2023	\$4,829.91
00025590	E04772	LY, LINDALINH THU	07/13/2023	\$1,835.67
00025591	E04661	MACHUCA, ROBERTO	07/13/2023	\$7,792.01
00025592	E03752	MACY, TAYLOR A	07/13/2023	\$4,781.31
00025593	E04532	MANIACI, GIANLUCA F	07/13/2023	\$4,578.14
00025594	E04435	MARCHAND, MATTHEW P	07/13/2023	\$5,811.40
00025595	E01359	MARTINEZ JR, MARIO	07/13/2023	\$6,597.88
00025596	E04974	MARTINEZ, JUANITA PATRICIA	07/13/2023	\$2,280.38
00025597	E02792	MATA, RAQUEL D	07/13/2023	\$1,079.38
00025598	E04656	MAZON, JORGE L	07/13/2023	\$2,857.88
00025599	E02796	MCFARLANE, MARIA C	07/13/2023	\$3,021.77
00025600	E06761	MEEKS, REBECCA S	07/13/2023	\$4,689.14
00025601	E03826	MEERS, BRYAN J	07/13/2023	\$3,739.21
00025602	E02655	MENDOZA CAMPOS, MELISSA	07/13/2023	\$2,798.47
00025603	E04402	MERRILL, KENNETH E	07/13/2023	\$514.84
00025604	E03965	MIHALIK, DANNY J	07/13/2023	\$5,431.49
00025605	E04865	MORIN, LINDA M	07/13/2023	\$3,167.85
00025606	E04352	MORSE, JEREMY N	07/13/2023	\$6,280.22
00025607	E01940	MORTON, NATHAN D	07/13/2023	\$5,261.17
00025608	E04454	MOSER, MICHAEL A	07/13/2023	\$2,209.31
00025609	E03929	MURILLO JR, RAUL	07/13/2023	\$5,909.93
00025610	E04626	MURO, JASON M	07/13/2023	\$5,286.37
00025611	E04577	MUSCHETTO, PATRICK J	07/13/2023	\$2,647.53
00025612	E03422	NADOLSKI, THOMAS R	07/13/2023	\$2,895.38
00025613	E05084	NAKANO HITZKE, SARAH V	07/13/2023	\$2,447.44
00025614	E04111	NEELY, JACOB J	07/13/2023	\$2,348.73
00025615	E05111	NGUYEN, HAU D	07/13/2023	\$254.94
00025616	E02813	NGUYEN, TRINA T	07/13/2023	\$1,918.69
00025617	E04540	NIKOLIC, ADAM C	07/13/2023	\$7,805.68
00025618	E05146	NIZ, IXA N	07/13/2023	\$1,877.95
00025619	E05054	NUNEZ, BREANNE S	07/13/2023	\$2,987.42

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00025622	E03427	PANELLA, JOSEPH N	07/13/2023	\$3,281.10
00025623	E04910	PAQUA, BRANDON J	07/13/2023	\$3,484.30
00025624	E01948	PARK, BRANDY J	07/13/2023	\$3,045.23
00025625	E02995	PAYAN, CRISTINA V	07/13/2023	\$2,384.37
00025626	E00824	PAYAN, LUIS A	07/13/2023	\$7,687.74
00025627	E04843	PEREZ, EMMANUEL	07/13/2023	\$2,990.94
00025628	E00145	PERKINS, JASON S	07/13/2023	\$6,324.49
00025629	E04429	PHAM, PHILLIP H	07/13/2023	\$3,359.92
00025630	E06938	PLUARD, DOUGLAS A	07/13/2023	\$4,706.96
00025631	E03299	POLOPEK, COREY T	07/13/2023	\$3,815.32
00025632	E05050	QUANG, DENNIS	07/13/2023	\$3,152.73
00025633	E04788	QUIROZ, LUIS A	07/13/2023	\$2,355.83
00025634	E05100	RAABE, MATTHEW A	07/13/2023	\$2,451.41
00025635	E03967	RAMIREZ OROZCO, SINDY	07/13/2023	\$3,459.48
00025636	E04955	RAMIREZ, KAYLYN C	07/13/2023	\$2,792.81
00025637	E03390	RAMIREZ, LUIS F	07/13/2023	\$4,348.65
00025638	E05021	RAMIREZ, TERRA M	07/13/2023	\$3,409.96
00025639	E05049	RAMOS, DAVID N	07/13/2023	\$2,653.60
00025640	E04914	RAMOS, RODOLFO B	07/13/2023	\$451.61
00025641	E03217	RANEY, JOHN E	07/13/2023	\$3,822.14
00025642	E04941	RASMUSSEN, TRENTON L	07/13/2023	\$2,390.50
00025643	E04659	REED, THOMAS S	07/13/2023	\$4,051.09
00025644	E03486	REYES, RON A	07/13/2023	\$3,550.80
00025645	E04911	RICHARDS, BRYANT D	07/13/2023	\$2,476.46
00025646	E04437	RICHMOND, RYAN R	07/13/2023	\$3,361.20
00025647	E04860	ROCHA, RUDY A	07/13/2023	\$1,819.91
00025648	E04738	RODRIGUEZ, DANIEL	07/13/2023	\$3,366.64
00025649	E04082	RODRIGUEZ, JENNIFER M	07/13/2023	\$2,893.13
00025650	E05001	RODRIGUEZ, RYAN ELIJAH	07/13/2023	\$2,656.25
00025651	E04438	ROGERS, CHRISTIN E	07/13/2023	\$4,341.65
00025652	E04385	ROJAS, ASHLEY C	07/13/2023	\$2,294.62
00025653	E04507	ROMBOUGH, JENNIFER V	07/13/2023	\$2,965.52
00025654	E04552	RUZIECKI, ERIC T	07/13/2023	\$3,602.05

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00025657	E03297	SAMOFF, TANYA L	07/13/2023	\$3,099.45
00025658	E02646	SANTANA, LINO G	07/13/2023	\$9,254.01
00025659	E05086	SEELY, BRITTANY L	07/13/2023	\$466.18
00025660	E03035	SEYMOUR, SUSAN A I	07/13/2023	\$2,626.98
00025661	E04282	SHELGREN, CHRISTOPHER M	07/13/2023	\$3,394.75
00025662	E04616	SHIPLEY, AARON T	07/13/2023	\$3,339.78
00025663	E02937	SHORROW, NICOLE D	07/13/2023	\$3,216.92
00025664	E04864	SILVA, LEVI JOENIEL	07/13/2023	\$2,791.09
00025665	E04576	SIMONS, SHAYLEN L	07/13/2023	\$2,969.54
00025666	E04934	SLETTVET, HEATHER P	07/13/2023	\$3,154.22
00025667	E02587	SOSEBEE, DANNY J	07/13/2023	\$2,376.31
00025668	E03563	SPELLMAN, MARSHA D	07/13/2023	\$2,585.90
00025669	E04500	STAAL, GAREY D	07/13/2023	\$4,349.83
00025670	E03218	STARNES, CHARLES W	07/13/2023	\$6,089.15
00025671	E03761	STEPHENSON III, ROBERT M	07/13/2023	\$5,321.06
00025672	E04584	STROUD, BRIAN T	07/13/2023	\$6,304.48
00025673	E02979	TESSIER, PAUL M	07/13/2023	\$4,227.02
00025674	E04449	TRAN, SPENCER T	07/13/2023	\$2,625.70
00025675	E05145	VACCARO, CHRISTIAN L	07/13/2023	\$466.18
00025676	E02982	VAICARO, VINCENTE J	07/13/2023	\$5,123.69
00025677	E03053	VALENCIA, EDGAR	07/13/2023	\$6,093.07
00025678	E04667	VAUGHN, CALEB I	07/13/2023	\$1,751.74
00025679	E04977	VAZQUEZ, BRIAN M	07/13/2023	\$320.50
00025680	E04434	VELLANOWETH, KIMBRA S	07/13/2023	\$2,621.66
00025681	E04903	VIGIL, DANIEL C	07/13/2023	\$2,742.85
00025682	E03022	VU, TUONG-VAN NGUYEN	07/13/2023	\$3,034.38
00025683	E04730	VU, TYLER D	07/13/2023	\$2,412.51
00025684	E01905	WAINWRIGHT, JONATHAN B	07/13/2023	\$5,849.09
00025685	E03220	WARDLE, DENNIS	07/13/2023	\$3,823.25
00025686	E03213	WARDLE, SANTA	07/13/2023	\$2,063.37
00025687	E04758	WEYKER, CHRYSTAL L	07/13/2023	\$2,617.25
00025688	E03930	WHITNEY, CHERYL L	07/13/2023	\$2,133.51
00025689	E03305	WIMMER, ROYCE C	07/13/2023	\$6,206.13

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00025692	E04856	XU, DUO	07/13/2023	\$2,493.71
00025693	E03543	YELENSKY, SHANNON M	07/13/2023	\$1,871.67
00025694	E04156	YERGLER, JOHN J	07/13/2023	\$5,391.00
00025695	E04722	YNIGUEZ, COLE A	07/13/2023	\$2,584.50
00025696	E09942	YOUNG, DAVID C	07/13/2023	\$834.24
00025697	E01978	ZMIJA, ADAM D	07/13/2023	\$4,094.90
00025698	E04517	AGUIRRE, ALFRED J	07/13/2023	\$3,699.13
00025699	E01626	AGUIRRE, ANSELMO	07/13/2023	\$2,140.65
00025700	E05087	ALVAREZ, CARLOS J	07/13/2023	\$1,728.77
00025701	E04631	ANDREI, IOAN	07/13/2023	\$1,156.19
00025702	E05113	ARAUJO, ANTONIO	07/13/2023	\$953.67
00025703	E04678	BABINSKI IV, SYLVESTER A	07/13/2023	\$2,296.49
00025704	E05098	BARNESE, VINCENZO A	07/13/2023	\$2,616.57
00025705	E04336	BECERRA, RODOLPHO M	07/13/2023	\$2,165.00
00025706	E04972	BECERRA-SAMANIEGO JR, GABRIEL	07/13/2023	\$1,572.53
00025707	E01255	BOS, MICHAEL C	07/13/2023	\$2,256.39
00025708	E04650	BUCHLER, RAYMOND A	07/13/2023	\$1,709.20
00025709	E01584	CANDELARIA, DANIEL J	07/13/2023	\$4,557.41
00025710	E04300	CANO, EDGAR A	07/13/2023	\$2,724.46
00025711	E03828	CANTRELL, JEFFREY G	07/13/2023	\$2,718.92
00025712	E05063	CARRILLO, GEORGE	07/13/2023	\$2,455.31
00025713	E03811	CARRISOZA, ALBERT J	07/13/2023	\$2,511.97
00025714	E00916	CARTER, PHILLIP J	07/13/2023	\$3,456.77
00025715	E04869	CHAVEZ, DAMIAN JESUS	07/13/2023	\$663.89
00025716	E04551	CONTRERAS, GABRIELA R	07/13/2023	\$2,958.50
00025717	E03518	COTTON, JULIE T	07/13/2023	\$1,800.73
00025718	E03807	DE LA ROSA, VINCENT L	07/13/2023	\$3,244.91
00025719	E03736	DIBAJ, KAMYAR	07/13/2023	\$3,501.44
00025720	E02515	DUVALL, RICK L	07/13/2023	\$2,759.84
00025721	E04514	ESPINOZA, ERIC M	07/13/2023	\$2,049.99
00025722	E03733	ESPINOZA, JULIA	07/13/2023	\$1,326.91
00025723	E03405	FERNANDEZ, CECELIA A	07/13/2023	\$1,301.20
00025724	E04990	FLORES, MITCHELL C	07/13/2023	\$1,397.53

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00025725	E05064	FOX, LUCAS	07/13/2023	\$911.88
00025726	E05037	GAINES, JEFFREY S	07/13/2023	\$800.41
00025727	E05010	GALVAN, EDGAR	07/13/2023	\$957.12
00025728	E04754	GARCIA, ALICIA R	07/13/2023	\$1,676.94
00025729	E04677	GIROUARD, CASEY G	07/13/2023	\$1,604.49
00025730	E04629	GOMEZ, DIANA	07/13/2023	\$1,079.63
00025731	E03341	GONZALEZ, JORGE	07/13/2023	\$1,266.66
00025732	E03400	GREENE, MICHAEL R	07/13/2023	\$2,368.95
00025733	E03685	GUZMAN, JESSE	07/13/2023	\$2,593.12
00025734	E04299	HANSEN, AARON R	07/13/2023	\$2,021.13
00025735	E03523	HARO, GLORIA A	07/13/2023	\$1,267.19
00025736	E03759	HERNANDEZ, HERMILO	07/13/2023	\$2,785.72
00025737	E04622	HOFER, ALICIA M	07/13/2023	\$1,987.15
00025738	E02874	HOLMON III, ALBERT J	07/13/2023	\$4,021.56
00025739	E04347	HSIEH, NICOLAS C	07/13/2023	\$3,562.70
00025740	E03588	HUYNH, HUY HOA	07/13/2023	\$2,398.98
00025741	E04831	ILFELD, MATTHEW D	07/13/2023	\$2,000.37
00025742	E01907	JACOT, ROSEMARIE	07/13/2023	\$2,317.61
00025743	E04296	JOHNSON, ERIC W	07/13/2023	\$1,680.66
00025744	E04979	JURADO, MICHAEL	07/13/2023	\$1,315.69
00025745	E04470	KAYLOR, BRENT	07/13/2023	\$2,916.95
00025746	E04728	KHALIL, MARK M	07/13/2023	\$2,387.40
00025747	E05115	KOUTSOYANOPULOS, ALDOCHRIS V	07/13/2023	\$1,412.44
00025748	E04382	KWIATKOWSKI, BRYAN D	07/13/2023	\$2,451.11
00025749	E02852	LADNEY, MARK W	07/13/2023	\$2,906.41
00025750	E04769	LAMAS, LEONEL A	07/13/2023	\$1,129.06
00025751	E03813	LEWIS, SHAN L	07/13/2023	\$3,144.99
00025752	E03301	LEYVA, RAUL	07/13/2023	\$4,044.33
00025753	E05065	LOMELI, JONATHAN	07/13/2023	\$689.21
00025754	E05006	MARQUEZ, STEVEN ADAM	07/13/2023	\$1,521.69
00025755	E05364	MARU, NAVIN B	07/13/2023	\$5,426.87
00025756	E04665	MEJIA, DIEGO A	07/13/2023	\$2,132.64
00025757	E03493	MENDEZ, RIGOBERTO	07/13/2023	\$3,840.03
00025758	E04998	MENDOZA, LAURA	07/13/2023	\$1,002.95
00025759	E04724	MOORE, DOUGLAS A	07/13/2023	\$2,687.67

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00025762	E01243	MURRAY JR, WILLIAM E	07/13/2023	\$7,618.02
00025763	E04634	NAVARRO, JUAN C	07/13/2023	\$2,881.76
00025764	E04969	ORNELLAS, MICHAEL	07/13/2023	\$1,993.34
00025765	E03378	ORTIZ, STEVEN T	07/13/2023	\$2,685.23
00025766	E04999	ORTUNO, ANIBAL	07/13/2023	\$2,169.91
00025767	E05114	PACE, FRANK D	07/13/2023	\$898.84
00025768	E03754	PINKSTON, RICHARD L	07/13/2023	\$2,570.57
00025769	E05112	POE, HEIDI L	07/13/2023	\$2,722.01
00025770	E04567	POWELL, AUSTIN H	07/13/2023	\$2,695.83
00025771	E03799	QUIROZ, ROLANDO	07/13/2023	\$3,315.28
00025772	E05031	RAMIREZ, AACIN	07/13/2023	\$2,041.69
00025773	E04572	REED, MELVIN P	07/13/2023	\$2,011.72
00025774	E02058	REYES, DELFRADO C	07/13/2023	\$1,331.04
00025775	E04295	ROBLES, RAFAEL	07/13/2023	\$2,012.28
00025776	E04563	RODRIGUEZ, ADRIANNA M	07/13/2023	\$1,232.21
00025777	E05141	RODRIGUEZ, JOY R	07/13/2023	\$896.17
00025778	E05004	RUELAS, SERGIO	07/13/2023	\$2,183.04
00025779	E04289	SALDIVAR, RICARDO	07/13/2023	\$1,707.65
00025780	E04505	SANTOS, MICHAEL F	07/13/2023	\$3,382.26
00025781	E04836	SOTO, WILLIAM A	07/13/2023	\$1,714.78
00025782	E05089	STAIR, DEAN T	07/13/2023	\$864.77
00025783	E03091	SUDDUTH, STEPHEN D	07/13/2023	\$2,687.35
00025784	E01625	TAPIA, LUIS A	07/13/2023	\$3,033.85
00025785	E04756	TARIN, ALEXIS P	07/13/2023	\$2,627.96
00025786	E03239	TAUANU U, STEVE J	07/13/2023	\$2,449.27
00025787	E04773	THURMAN JR, EDWIN O	07/13/2023	\$1,067.83
00025788	E08679	THURMAN, RODERICK	07/13/2023	\$1,994.59
00025789	E04825	TRUJILLO, JOSEPH E	07/13/2023	\$1,586.59
00025790	E02482	UPHUS, MARK P	07/13/2023	\$5,969.83
00025791	E03681	VASQUEZ, JOSE A	07/13/2023	\$3,233.49
00025792	E05136	VASQUEZ, PEDRO	07/13/2023	\$1,683.93
00025793	E05134	VEGA, ERIC J	07/13/2023	\$1,041.77
00025794	E02942	VERA, EVARISTO	07/13/2023	\$1,979.22

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00025797	E01580	VU, DAI C	07/13/2023	\$4,038.47
00025798	E04362	VU, KHANG L	07/13/2023	\$3,325.34
00025799	E03414	WILLIAMS, HILLARD J	07/13/2023	\$0.00
00025800	E04006	WILLIAMS, RICHARD L	07/13/2023	\$2,739.37
00025801	E05023	YNIGUEZ, KARISSA N	07/13/2023	\$2,646.58
00025802	E03436	ZIEGLER, RICK S	07/13/2023	\$268.60
00025803	E03917	ALLEN, CHRISTOPHER L	07/13/2023	\$72.25
00025804	E04163	AMBRIZ GARCIA, EDWARD D	07/13/2023	\$1,455.50
00025805	E04784	BANUELOS, ALEJANDRO	07/13/2023	\$3,807.35
00025806	E04063	BERGER, JAN	07/13/2023	\$2,512.71
00025807	E00651	BERMUDEZ, ROBERT P	07/13/2023	\$3,527.45
00025808	E03495	BLAS, VICTOR T	07/13/2023	\$3,215.56
00025809	E00070	CANNON, TIM P	07/13/2023	\$5,267.77
00025810	E04365	DAN, CARINA M	07/13/2023	\$2,489.19
00025811	E04440	DAVIS, RYAN H	07/13/2023	\$1,908.16
00025812	E03145	DE LA ROSA, FRANK X	07/13/2023	\$3,891.92
00025813	E03051	DIEMERT, RONALD W	07/13/2023	\$2,907.44
00025814	E02718	ESCOBAR, CHRIS N	07/13/2023	\$3,509.33
00025815	E03688	GLENN, JEREMY J	07/13/2023	\$1,029.76
00025816	E01618	GOMEZ, JOSE	07/13/2023	\$2,180.09
00025817	E02701	GONZALEZ, ALEJANDRO	07/13/2023	\$3,170.34
00025818	E03763	GRIFFIN, LARRY	07/13/2023	\$1,672.16
00025819	E04828	GUERRERO, MICHAEL V	07/13/2023	\$1,865.69
00025820	E04018	HAENDIGES, ROBERT A	07/13/2023	\$2,199.57
00025821	E03575	HART, RYAN S	07/13/2023	\$2,273.60
00025822	E03701	HAYES, WALTER B	07/13/2023	\$3,613.85
00025823	E03399	HOWENSTEIN, FRANK D	07/13/2023	\$2,936.48
00025824	E03406	HUY, EDWARD A	07/13/2023	\$2,247.13
00025825	E04782	JIN, LIYAN	07/13/2023	\$2,595.55
00025826	E03534	KIM, SAMUEL K	07/13/2023	\$4,037.08
00025827	E03254	KIRZHNER, ALLEN G	07/13/2023	\$3,076.73
00025828	E05095	LALLY, JASON T	07/13/2023	\$2,233.58
00025829	E03988	LI, REBECCA PIK KWAN	07/13/2023	\$4,112.72

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Check	Vendor#	Vendor Name	Issue Date	Check Amount
00025830	E02063	MA AE, DAVID	07/13/2023	\$2,203.16
00025831	E03249	MANSON, RAQUEL K	07/13/2023	\$2,843.79
00025832	E04837	MARTINEZ, ALFREDO	07/13/2023	\$3,789.24
00025833	E02124	MEISLAHN, TYLER	07/13/2023	\$2,116.20
00025834	E04403	MONTGOMERY, JESSE K	07/13/2023	\$2,925.73
00025835	E04707	MORRIS, JUSTIN M	07/13/2023	\$159.89
00025836	E03590	MOYA JR, STEVEN J	07/13/2023	\$2,465.86
00025837	E03519	MURAD, BASIL G	07/13/2023	\$3,996.70
00025838	E03144	NATLAND, KIRK L	07/13/2023	\$1,622.22
00025839	E04291	NGUYEN, DUC TRUNG	07/13/2023	\$2,367.06
00025840	E04904	NGUYEN, LISA	07/13/2023	\$698.77
00025841	E03221	NICOLAE, CORNELIU	07/13/2023	\$3,621.13
00025842	E04210	NUNES, BRANDON S	07/13/2023	\$1,927.22
00025843	E03923	ORNELAS, ANDREW I	07/13/2023	\$4,379.03
00025844	E03582	ORTEGA, DAVID A	07/13/2023	\$4,265.36
00025845	E03578	PASILLAS, CELESTINO J	07/13/2023	\$3,139.19
00025846	E03170	PEARSON, WILLIAM F	07/13/2023	\$2,543.54
00025847	E04805	POLIDORI, JESSICA J	07/13/2023	\$3,575.88
00025848	E02500	PORRAS, STEPHEN	07/13/2023	\$4,944.91
00025849	E07590	RUITENSCHILD, LES A	07/13/2023	\$4,132.39
00025850	E03926	RUIZ, JONATHAN	07/13/2023	\$2,729.86
00025851	E07690	SANTOS, ALEXIS	07/13/2023	\$2,515.26
00025852	E07692	SARMIENTO, ADRIAN M	07/13/2023	\$3,429.63
00025853	E04956	SON, TOMMY T	07/13/2023	\$2,060.38
00025854	E04301	TALAMANTES JR, ALBERT	07/13/2023	\$2,284.23
00025855	E04121	TRAN, MINH K	07/13/2023	\$2,490.36
00025856	E08881	VALENZUELA, ALEJANDRO N	07/13/2023	\$3,723.63
00025857	E01882	VIRAMONTES, JESSE	07/13/2023	\$2,284.60
00025858	E04195	WOLLAND, RONALD J	07/13/2023	\$2,169.71
00025859	E09940	YERGENSEN, VICTOR K	07/13/2023	\$3,824.77
00025860	E09954	ZAVALA, JOHN	07/13/2023	\$2,722.02
00025861	E00740	BLODGETT, GREG	07/13/2023	\$4,158.30
00025862	E01338	CARRENO, SHAUNA J	07/13/2023	\$2,870.95
00025863	E03808	CHENG, ALANA R	07/13/2023	\$5,164.88
00025864	E03353	COVARRUBIAS, MONICA	07/13/2023	\$3,708.08

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Check	Vendor#	Vendor Name	Issue Date	Check Amount
00025865	E05102	FLORES CRUZ, LAURA	07/13/2023	\$2,021.89
00025866	E03697	GUERRERO, PAUL	07/13/2023	\$2,884.70
00025867	E04750	HO, VY D	07/13/2023	\$1,862.96
00025868	E04096	HUYNH, DANNY	07/13/2023	\$5,131.59
00025869	E02612	KLOESS, VILMA C	07/13/2023	\$2,911.68
00025870	E01949	LE, IVY	07/13/2023	\$3,403.17
00025871	E05092	LE, LINH D	07/13/2023	\$2,165.39
00025872	E01280	LE, TAMMY	07/13/2023	\$1,701.25
00025873	E03617	LEE, GRACE E	07/13/2023	\$3,937.27
00025874	E05828	MIDDENDORF, LINDA	07/13/2023	\$3,342.11
00025875	E02895	MOURE, SVETLANA	07/13/2023	\$2,486.48
00025876	E04948	NGUYEN, HOAI THUONG H	07/13/2023	\$1,700.31
00025877	E03255	NGUYEN, PHUONG VIEN T	07/13/2023	\$2,260.65
00025878	E02560	NGUYEN, QUANG	07/13/2023	\$3,250.96
00025879	E01286	NGUYEN, TINA T	07/13/2023	\$2,176.55
00025880	E03541	PHI, THYANA T	07/13/2023	\$2,803.10
00025881	E05106	ROMERO, ALEX	07/13/2023	\$1,854.38
00025882	E04408	THRONE, TIMOTHY E	07/13/2023	\$2,925.41
00025883	E02543	TO, TANYA L	07/13/2023	\$1,695.73
00025884	E01971	TRAN, CUONG K	07/13/2023	\$2,434.97
00025885	E02056	TRUONG, ELAINE	07/13/2023	\$1,838.86
00025886	E02562	VO, THANH-NGUYEN	07/13/2023	\$1,859.60
00025887	E05104	YANG, DAEUN	07/13/2023	\$2,201.59
			EFT - Total	\$1,773,731.50
			Overall - Total	\$1,795,771.87

Server Name: cognos.ggcity.org

City of Garden Grove Certificate of Warrants Register Date: Jul 27, 2023

This is to certify the demands covered by EFT numbers 00025888 through 00026551 and check numbers 00185477 through 00185497 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note:

Finance Director Patricia Song

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PY - Payroll

Check Type: CHK

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00185477	E00977	BELAIR, DIANE	07/27/2023	\$2,543.60
00185478	E05110	BARAJAS, GEMMA A	07/27/2023	\$715.34
00185479	E05043	BARRAGAN, AUDREY A	07/27/2023	\$322.66
00185480	E05139	BONACHEA, BRANDON D	07/27/2023	\$938.13
00185481	E04930	CHOW, IRIS L	07/27/2023	\$1,095.74
00185482	E05160	DUONG, KYLE K	07/27/2023	\$356.92
00185483	E05127	FLORES, ERIKA	07/27/2023	\$447.97
00185484	E05133	GONZALEZ, NADIA V	07/27/2023	\$735.47
00185485	E05143	HOANG, JOLYN DT	07/27/2023	\$928.77
00185486	E05148	MAZARIEGOS, ALEXA X	07/27/2023	\$276.79
00185487	E04936	NGUYEN, BRENDAN L	07/27/2023	\$191.20
00185488	E05124	NGUYEN, KAYLA H	07/27/2023	\$418.27
00185489	E05144	NGUYEN, VALARIE K	07/27/2023	\$871.89
00185490	E05120	NGUYEN, VICKY	07/27/2023	\$286.80
00185491	E05105	RODRIGUEZ, ROGER	07/27/2023	\$572.23
00185492	E05042	TO, THOMAS A	07/27/2023	\$99.59
00185493	E05123	TRAN, VINCENT G	07/27/2023	\$410.30
00185494	E05149	VAZQUEZ, ELOISA E	07/27/2023	\$196.67
00185495	E05155	LOPEZ, MOISES	07/27/2023	\$435.88
00185496	E03529	ROCHA, MICHAEL F	07/27/2023	\$3,309.17
00185497	E05067	SANCHEZ, MARTIN	07/27/2023	\$316.35
			CHK - Tota	l \$15,469.74

Check Type: EFT

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00025888	E03973	AVILA, VERONICA	07/27/2023	\$2,813.33
00025889	E04755	BRIETIGAM III, GEORGE S	07/27/2023	\$632.18
00025890	E02788	DAVIS, JEFFREY P	07/27/2023	\$1,816.47
00025891	E05080	DOVINH, JOSEPH T	07/27/2023	\$599.99
00025892	E04994	GREENUP, BREANNA C	07/27/2023	\$529.44
00025893	E00803	HADDAD, PAMELA M	07/27/2023	\$2,090.64
00025894	E03612	JONES, STEVEN R	07/27/2023	\$306.22
00025895	E04442	KIM, LISA L	07/27/2023	\$5,673.26

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Check	Vendor#	Vendor Name	Issue Date	Check Amount
00025896	E04131	KIM, NOELLE N	07/27/2023	\$3,128.32
00025897	E04536	KLOPFENSTEIN, STEPHANIE L	07/27/2023	\$468.27
00025898	E05072	LOPEZ, CARLOS	07/27/2023	\$1,942.82
00025899	E02787	MORAN, MARIE L	07/27/2023	\$2,927.97
00025900	E04537	NGUYEN, KIM B	07/27/2023	\$596.79
00025901	E04534	ONEILL, JOHN R	07/27/2023	\$639.45
00025902	E04528	PARK, SHAWN S	07/27/2023	\$2,838.52
00025903	E04443	POLLOCK, AMANDA M	07/27/2023	\$2,060.92
00025904	E06945	POMEROY, TERESA L	07/27/2023	\$4,140.39
00025905	E01964	PULIDO, ANA E	07/27/2023	\$4,706.74
00025906	E05057	SATO, MICHI L	07/27/2023	\$2,850.19
00025907	E00564	STIPE, MARIA A	07/27/2023	\$6,238.60
00025908	E03715	THAI, KRISTY H	07/27/2023	\$2,585.85
00025909	E05079	TRAN, CINDY NGOC	07/27/2023	\$639.67
00025910	E03983	VASQUEZ, LIZABETH C	07/27/2023	\$2,667.59
00025911	E04971	VITAL, ANDREA	07/27/2023	\$1,899.18
00025912	E04230	WIMMER, MISSY M	07/27/2023	\$1,949.84
00025913	E04944	ANDERSON CAMBA, ASHLEIGH R	07/27/2023	\$2,357.11
00025914	E04764	BRADLEY, JANNA K	07/27/2023	\$2,793.12
00025915	E03766	CERDA, MARY C	07/27/2023	\$2,295.41
00025916	E04673	HART, BRANDI M	07/27/2023	\$1,551.04
00025917	E04363	KWAN, LIANE Y	07/27/2023	\$3,749.01
00025918	E01985	LEE, JANY H	07/27/2023	\$4,638.29
00025919	E03420	PROCTOR, SHERRILL A	07/27/2023	\$2,560.59
00025920	E05078	SANCHEZ, GIOVANNI P	07/27/2023	\$2,131.92
00025921	E04417	STEPHENSON, CAITLYN M	07/27/2023	\$2,232.49
00025922	E02115	STOVER, LAURA J	07/27/2023	\$5,554.26
00025923	E05082	YIN, ARTHUR	07/27/2023	\$2,136.75
00025924	E04390	AMBRIZ, STEPHANIE	07/27/2023	\$1,449.07
00025925	E04445	BROWN, KAREN J	07/27/2023	\$739.00
00025926	E03313	BUI, AI N	07/27/2023	\$1,512.79
00025927	E05068	CASTELLON, ALVARO A	07/27/2023	\$4,291.53
00025928	E04961	CHAO, VICTORIA	07/27/2023	\$1,699.58
00025929	E03686	CHAVEZ, JAIME F	07/27/2023	\$1,728.67
00025930	E03760	CHUNG, JANET J	07/27/2023	\$2,850.64

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00025931	E05094	CORTEZ, ELIZABETH M.	07/27/2023	\$2,130.58
00025932	E04957	CURTSEIT, MARIA	07/27/2023	\$2,050.27
00025933	E04960	FUKAZAWA, KEISUKE	07/27/2023	\$2,115.58
00025934	E05055	GAMINO, LINDA M	07/27/2023	\$1,435.67
00025935	E03134	GARCIA, SYLVIA	07/27/2023	\$4,863.03
00025936	E03877	GOMEZ, STEVEN E	07/27/2023	\$1,520.13
00025937	E03429	GULLEY, SUSAN J	07/27/2023	\$629.46
00025938	E03016	HERNANDEZ, GARY F	07/27/2023	\$1,822.89
00025939	E04569	HOFFMAN, CORINNE L	07/27/2023	\$2,543.75
00025940	E04968	HONG, SEUNGBUM	07/27/2023	\$1,807.73
00025941	E04959	LE, KENNETH H	07/27/2023	\$1,646.93
00025942	E00057	MANALANSAN, NEAL M	07/27/2023	\$2,256.17
00025943	E01668	MAY, ROBERT W	07/27/2023	\$1,748.38
00025944	E01393	MENDEZ, ANGELA M	07/27/2023	\$2,186.58
00025945	E03628	MENDOZA, CHRISTI C	07/27/2023	\$2,531.32
00025946	E04958	NGO, TINA	07/27/2023	\$2,729.01
00025947	E04838	NIGATU, SELAMAWIT	07/27/2023	\$2,879.57
00025948	E02429	PHAM, ANH	07/27/2023	\$1,921.37
00025949	E03610	RAMIREZ, EVA	07/27/2023	\$2,154.86
00025950	E04973	RAMOS, NANCY	07/27/2023	\$2,981.16
00025951	E05097	RODRIGUEZ, SEBASTIAN	07/27/2023	\$2,036.78
00025952	E03539	SEGAWA, SANDRA E	07/27/2023	\$3,928.89
00025953	E04780	SONG, YUAN	07/27/2023	\$7,494.56
00025954	E04859	VO, MY TRA	07/27/2023	\$3,156.96
00025955	E03433	WESTON, RETA J	07/27/2023	\$1,314.19
00025956	E04674	WHITTAKER DEGEN, HELEN E	07/27/2023	\$820.55
00025957	E04527	YOO, MEENA	07/27/2023	\$2,333.76
00025958	E04493	ANDREWS, STEVEN F	07/27/2023	\$2,699.05
00025959	E00845	CHANG, TERENCE S	07/27/2023	\$3,234.68
00025960	E05091	ENCISO, MARIA VERONICA M	07/27/2023	\$2,062.62
00025961	E03498	ESPINOZA, VERNA L	07/27/2023	\$2,734.09
00025962	E04523	GALLO, CESAR	07/27/2023	\$3,942.64
00025963	E04415	GOLD, ANNA L	07/27/2023	\$2,221.00
00025964	E04713	HINGCO, ERNIE E	07/27/2023	\$2,102.89
00025965	E02617	KLOESS, GEOFFREY A	07/27/2023	\$4,448.31

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Check	Vendor#	Vendor Name	Issue Date	Check Amount
00025966	E03571	MORAGRAAN, RACHOT	07/27/2023	\$4,234.85
00025967	E05071	OCHOA, NICOLAS E	07/27/2023	\$2,515.81
00025968	E01277	PROFFITT, NOEL J	07/27/2023	\$3,784.61
00025969	E01901	RAO, ANAND V	07/27/2023	\$6,126.80
00025970	E05027	SANCHEZ MENDOZA, ALFREDO	07/27/2023	\$2,156.94
00025971	E05073	SEYMOUR, DAVID M	07/27/2023	\$958.92
00025972	E04395	SWANSON, MATTHEW T	07/27/2023	\$2,053.79
00025973	E01674	VALENZUELA, ANTHONY	07/27/2023	\$1,482.97
00025974	E00809	VICTORIA, ROD T	07/27/2023	\$3,393.76
00025975	E03014	WILDER, CANDY G	07/27/2023	\$173.97
00025976	E03509	WINSTON, TERREL KEITH	07/27/2023	\$3,327.40
00025977	E03725	ABU HAMDIYYAH, AMEENAH	07/27/2023	\$2,154.45
00025978	E02996	ASHLEIGH, JULIE A	07/27/2023	\$2,190.78
00025979	E05099	BECK, CRAIG A	07/27/2023	\$3,310.15
00025980	E03601	CHUNG, CHRISTOPHER	07/27/2023	\$3,249.28
00025981	E00128	CRAMER, RITA M	07/27/2023	\$2,864.14
00025982	E04394	DAHLHEIMER, BRYSON T	07/27/2023	\$1,761.90
00025983	E04879	DAKE, RYAN J	07/27/2023	\$2,459.77
00025984	E04578	DENT, DAVID A	07/27/2023	\$4,759.97
00025985	E03531	HERNANDEZ, RALPH V	07/27/2023	\$2,459.17
00025986	E04855	HERRERA JR, ARMANDO	07/27/2023	\$1,623.45
00025987	E03410	HODSON, AARON J	07/27/2023	\$2,309.24
00025988	E04716	KASKLA, PRIIT J	07/27/2023	\$2,426.85
00025989	E04490	LY, HUONG Q	07/27/2023	\$2,424.34
00025990	E04194	MARTINEZ, MARIA L	07/27/2023	\$2,893.05
00025991	E03044	MOORE, JUDITH A	07/27/2023	\$2,301.27
00025992	E04635	NGUYEN, PHU T	07/27/2023	\$4,065.95
00025993	E02842	PARRA, MARIA C	07/27/2023	\$3,645.91
00025994	E04992	ROBLES, ALFONSO	07/27/2023	\$2,522.97
00025995	E04862	TRAN, JAKE P	07/27/2023	\$2,088.75
00025996	E05048	TUONG, NGHIA T	07/27/2023	\$2,304.89
00025997	E05053	VU, VINNY X	07/27/2023	\$1,811.78
00025998	E05150	WETZEL, NIKI	07/27/2023	\$5,278.03
00025999	E03643	ALVARADO, YOLANDA A	07/27/2023	\$1,937.90
00026000	E05009	ALVAREZ, CYNTHIA	07/27/2023	\$657.30

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026001	E04771	BAILOR, REBECCA J	07/27/2023	\$95.60
00026002	E04988	BAUTISTA, BRENDA	07/27/2023	\$2,140.46
00026003	E04262	BEARD, ALEX C	07/27/2023	\$1,599.70
00026004	E04929	BENITEZ, LIZBETH	07/27/2023	\$634.26
00026005	E05125	BUI, RUBY	07/27/2023	\$1,026.82
00026006	E02658	CAMARENA, RACHEL M	07/27/2023	\$2,218.49
00026007	E01588	CAMARENA, RENE	07/27/2023	\$2,460.96
00026008	E01902	CASILLAS, VICTORIA M	07/27/2023	\$2,145.08
00026009	E05101	CASTANEDA, LILIANA	07/27/2023	\$805.36
00026010	E05121	CASTRO PEREZ, ANDREA	07/27/2023	\$570.25
00026011	E05058	CATAQUIZ, CHARLIZE N	07/27/2023	\$1,101.65
00026012	E03304	CHUMACERO, DEANNA M	07/27/2023	\$545.51
00026013	E04611	CROSS, AMANDA D	07/27/2023	\$2,056.96
00026014	E04814	DE ROSAS, VICTOR	07/27/2023	\$392.37
00026015	E04688	DELGADO CHAVEZ, MARLY	07/27/2023	\$191.20
00026016	E04653	DIAZ, GABRIELA	07/27/2023	\$1,033.35
00026017	E05013	DINH, TIFFANY	07/27/2023	\$615.13
00026018	E05107	DO, HUY T	07/27/2023	\$765.80
00026019	E05090	ESCARENO, MELISSA	07/27/2023	\$779.38
00026020	E02120	FRAUSTO, LUIZ F	07/27/2023	\$230.54
00026021	E04679	FREEMAN, MARK C	07/27/2023	\$3,750.64
00026022	E05019	FUENTES, DIANA	07/27/2023	\$765.33
00026023	E04481	GARCIA, JARED D	07/27/2023	\$764.42
00026024	E04253	GARCIA, VANESSA L	07/27/2023	\$608.41
00026025	E05069	GARCIA, VERONICA	07/27/2023	\$183.24
00026026	E03337	GODDARD, JENNIFER DANIELLE	07/27/2023	\$2,997.43
00026027	E04982	GONZALEZ, KATHERYN	07/27/2023	\$582.93
00026028	E00940	GRANT, JACOB R	07/27/2023	\$2,166.08
00026029	E04967	HASHEMI, SETAREH	07/27/2023	\$362.50
00026030	E05152	HERNANDEZ, CLARISSA	07/27/2023	\$1,102.86
00026031	E01687	HOLER, KIMBERLY K	07/27/2023	\$886.25
00026032	E05129	HUTCHINSON, ZOE M	07/27/2023	\$1,170.70
00026033	E05147	LE, WILSON D	07/27/2023	\$773.11
00026034	E05032	LEE, JASON J	07/27/2023	\$382.41
00026035	E05138	LOPEZ, ELIZABETH A	07/27/2023	\$604.40

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00026036	E04682	LOPEZ, KALYSTA N	07/27/2023	\$702.21
00026037	E03603	MA AE, ELAINE M	07/27/2023	\$3,214.37
00026038	E05014	MARIN, AMANDA T	07/27/2023	\$1,076.98
00026039	E05140	MARTINEZ, ERICK	07/27/2023	\$541.23
00026040	E01552	MEDINA, JESUS	07/27/2023	\$4,915.61
00026041	E00455	MEDINA, JUAN	07/27/2023	\$2,479.97
00026042	E02808	MONTANCHEZ, JOHN A	07/27/2023	\$6,094.55
00026043	E05022	MUNOZ, JULIANNE I	07/27/2023	\$970.76
00026044	E05044	NADEAU, RYANN E	07/27/2023	\$407.90
00026045	E05128	NAEA, IRIEANNA M	07/27/2023	\$997.03
00026046	E05126	NGO, Y N	07/27/2023	\$429.76
00026047	E04947	NGUYEN, ALEXANDER H	07/27/2023	\$868.00
00026048	E05108	NGUYEN, JORDAN V	07/27/2023	\$847.14
00026049	E05052	NGUYEN, RYAN N	07/27/2023	\$1,160.21
00026050	E04391	NICHOLAS, NOEL N	07/27/2023	\$1,469.56
00026051	E04931	NODAL, NATALIE	07/27/2023	\$779.38
00026052	E00785	OCADIZ HERNANDEZ, GABRIELA	07/27/2023	\$3,533.07
00026053	E04965	ORDUNO, SAMANTHA	07/27/2023	\$740.82
00026054	E03361	PELAYO, JANET E	07/27/2023	\$4,027.36
00026055	E05137	PHAN, BRYAN L	07/27/2023	\$859.14
00026056	E04777	PHAN, EDOUARD T	07/27/2023	\$385.23
00026057	E03893	PICKRELL, ARIELLE	07/27/2023	\$1,810.89
00026058	E05116	PRADO, ALEXA	07/27/2023	\$905.31
00026059	E04932	RAYO, ALONDRA	07/27/2023	\$29.14
00026060	E05130	REYNOLDS, SARABETH A	07/27/2023	\$1,095.74
00026061	E02754	REYNOSO, SUGEIRY	07/27/2023	\$2,740.37
00026062	E05118	RODRIGUEZ, JOSHUA R	07/27/2023	\$716.96
00026063	E05103	RODRIGUEZ, MATTHEW S	07/27/2023	\$763.88
00026064	E03362	ROMERO, MARINA Y	07/27/2023	\$2,148.99
00026065	E04684	ROSALES, MARIA D	07/27/2023	\$920.82
00026066	E04614	ROSAS, TANYA	07/27/2023	\$285.67
00026067	E04933	ROSAS, VANESSA	07/27/2023	\$1,076.98
00026068	E01893	SAUCEDO, DANA MARIE	07/27/2023	\$2,664.41
00026069	E00925	SCHLUMPBERGER, EMERON J	07/27/2023	\$1,111.90
00026070	E04926	SERNA, SAMANTHA M	07/27/2023	\$412.73

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00026071	E04795	SIEVE, MYCHAELLA J	07/27/2023	\$439.01
00026072	E04927	SINGER, LAUREN ROSE EMIKO N	07/27/2023	\$510.52
00026073	E03895	SMITH, REBECCA S	07/27/2023	\$246.98
00026074	E05153	SODERSTROM, LOGAN K	07/27/2023	\$1,046.63
00026075	E05151	SORIANO, KIMBERLY A	07/27/2023	\$568.60
00026076	E04798	TANG, ETHAN	07/27/2023	\$592.34
00026077	E05131	TRAN, NGOC DIEM	07/27/2023	\$1,043.45
00026078	E05030	TRIGGS, MARY SHANNON	07/27/2023	\$1,589.02
00026079	E04924	TU, KATHY	07/27/2023	\$712.36
00026080	E01396	VALDIVIA, CLAUDIA	07/27/2023	\$3,590.99
00026081	E00015	VAN SICKLE, JEFFREY	07/27/2023	\$5,089.72
00026082	E04687	VARGAS, SAMANTHA B	07/27/2023	\$1,034.26
00026083	E05046	VARGAS-CABRERA, ARMANDO	07/27/2023	\$687.30
00026084	E05017	VARGAS-SERNA, KELLY	07/27/2023	\$782.56
00026085	E03085	VICTORIA, PAUL E	07/27/2023	\$1,553.54
00026086	E05117	VILLALPANDO, MIA F	07/27/2023	\$1,120.84
00026087	E05018	VILLEGAS, MIA A	07/27/2023	\$619.33
00026088	E04609	VIRAMONTES, JACOB D	07/27/2023	\$1,025.15
00026089	E04937	VO, ADRIAN K	07/27/2023	\$547.14
00026090	E04274	WILMES, DAVID M	07/27/2023	\$928.55
00026091	E05070	XOOL VARGAS, RUDY G	07/27/2023	\$262.22
00026092	E05076	XU, CHARLIE	07/27/2023	\$225.80
00026093	E03819	ALAMILLO, MARCOS R	07/27/2023	\$3,955.19
00026094	E03712	ALARCON, CLAUDIA	07/27/2023	\$3,684.86
00026095	E03616	ALCARAZ, MARIA A	07/27/2023	\$2,204.26
00026096	E00121	ALLISON, WILLIAM	07/27/2023	\$5,645.64
00026097	E04873	ALVARADO, MADELINE M	07/27/2023	\$1,921.21
00026098	E04080	ALVAREZ BROWN, RICHARD A	07/27/2023	\$0.00
00026099	E05028	AMAYA, JOSE J	07/27/2023	\$2,693.02
00026100	E03011	ANDERSON, BOBBY B	07/27/2023	\$3,580.96
00026101	E05040	ARCHULETA, ANDREW M	07/27/2023	\$5,834.06
00026102	E01234	ARELLANO, PEDRO R	07/27/2023	\$4,367.84
00026103	E04875	ARROYO, SANDRA M	07/27/2023	\$2,179.84
00026104	E04497	ASHBAUGH, TIMOTHY R	07/27/2023	\$3,240.99
00026105	E03397	ASHBY, PAUL W	07/27/2023	\$3,679.81

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00026106	E04719	ATWOOD, MARIA S	07/27/2023	\$194.95
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00026108	E04550	BAEK, SHARON S	07/27/2023	\$2,548.00
00026109	E05062	BAEZ, JASMIN	07/27/2023	\$566.73
00026110	E04209	BAINTO, JUDY A	07/27/2023	\$596.85
00026111	E04778	BAKER, COLLIN E	07/27/2023	\$2,874.65
00026112	E03005	BANKSON, JOHN F	07/27/2023	\$4,329.50
00026113	E04645	BARRAZA, RENE	07/27/2023	\$3,850.34
00026114	E05041	BARRIOS-ROA, JAYDE D.	07/27/2023	\$2,332.88
00026115	E04432	BEHZAD, JOSHUA K	07/27/2023	\$2,975.70
00026116	E04951	BELLO, ANGELICA	07/27/2023	\$2,233.27
00026117	E03006	BELTHIUS, LISA A	07/27/2023	\$185.74
00026118	E04976	BELTHIUS, TYLER E	07/27/2023	\$738.35
00026119	E04753	BERENGER, BEAU A	07/27/2023	\$4,401.89
00026120	E03296	BERESFORD, EVAN S	07/27/2023	\$3,550.34
00026121	E01604	BERLETH, RYAN S	07/27/2023	\$6,417.59
00026122	E03443	BLUM, JAMES A	07/27/2023	\$3,150.39
00026123	E03363	BOWEN, GENA M	07/27/2023	\$2,330.33
00026124	E04767	BOWMAN, TROY F	07/27/2023	\$2,698.56
00026125	E04963	BOYENS III, ROBERT	07/27/2023	\$3,691.34
00026126	E00946	BRAME, KAREN D	07/27/2023	\$2,266.37
00026127	E04803	BRANTNER, BRITTANEE N	07/27/2023	\$1,846.52
00026128	E05083	BRITTON, CODY W	07/27/2023	\$2,398.58
00026129	E03380	BROWN, JEFFREY A	07/27/2023	\$5,532.56
00026130	E03968	BRUNICK, CARISSA L	07/27/2023	\$2,613.90
00026131	E05074	BUJANONDA, CHANON	07/27/2023	\$2,850.68
00026132	E02031	BURILLO, RICHARD O	07/27/2023	\$5,279.59
00026133	E03972	BUSTILLOS, RYAN V	07/27/2023	\$3,360.69
00026134	E05077	CAGLE, RONALD L	07/27/2023	\$1,996.72
00026135	E03964	CAMARA, DANIEL A	07/27/2023	\$2,753.45
00026136	E04074	CAMPOS, JESENIA	07/27/2023	\$2,315.67
00026137	E03739	CAPPS, THOMAS A	07/27/2023	\$4,998.13
00026138	E05002	CARBALLO, MILTON A	07/27/2023	\$2,778.24
00026139	E02372	CENTENO, JUAN C	07/27/2023	\$4,786.07
00026140	E03607	CHANG, DAVID Y H	07/27/2023	\$2,246.76

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	00026142	E03481	CHAURAN HAIRGROVE, TAMMY L	07/27/2023	\$2,708.35	
	00026143	E04498	CHEATHAM, JEROME L	07/27/2023	\$3,680.40	
	00026144	E01541	CHO, HAN J	07/27/2023	\$1,824.87	
	00026145	E03423	CHOWDHURY, JACINTA F	07/27/2023	\$1,946.73	
	00026146	E00003	CIBOSKY, COURTNEY P	07/27/2023	\$3,249.30	
	00026147	E04539	CLASBY JR, BRIAN M	07/27/2023	\$684.47	
	00026148	E04872	CORNETT, KRISTINA L	07/27/2023	\$1,786.97	
	00026149	E04832	CORTEZ JR, DARRYL B	07/27/2023	\$2,827.43	
	00026150	E04666	CORTEZ, JULIO C	07/27/2023	\$3,425.47	
	00026151	E01875	COUGHRAN, ADAM B	07/27/2023	\$44.91	
	00026152	E01796	COULTER, GARY L	07/27/2023	\$3,262.64	
	00026153	E04555	CRUZ, REYNA	07/27/2023	\$2,072.86	
	00026154	E01364	DALTON, BRIAN D	07/27/2023	\$4,401.40	
	00026155	E04874	DANG, JOHN	07/27/2023	\$1,069.50	
	00026156	E04503	DAVILA, ISAAC	07/27/2023	\$2,557.55	
	00026157	E04431	DE ALMEIDA LOPES, NICHOLAS A	07/27/2023	\$4,140.08	
	00026158	E04731	DE PADUA, TANNER C	07/27/2023	\$2,146.21	
	00026159	E03691	DELGADO JR, JUAN L	07/27/2023	\$4,306.50	
	00026160	E03395	DIX, JENNIFER A	07/27/2023	\$3,006.62	
	00026161	E05088	DOAN, THOMMY	07/27/2023	\$2,524.86	
	00026162	E02313	DOSCHER, RONALD A	07/27/2023	\$2,790.88	
	00026163	E04586	DOVEAS, CHRISTOPHER C	07/27/2023	\$35.01	
	00026164	E04281	DRISCOLL, RUSSELL B	07/27/2023	\$2,036.11	
	00026165	E04844	DUARTE, TAYLOR M	07/27/2023	\$2,467.68	
	00026166	E04720	DUDLEY, BROC D	07/27/2023	\$3,035.07	
	00026167	E03625	EARLE, CHRISTOPHER M	07/27/2023	\$3,562.07	
	00026168	E03740	EL FARRA, AMIR A	07/27/2023	\$6,057.86	
	00026169	E03927	ELHAMI, MICHAEL K	07/27/2023	\$28,223.40	
	00026170	E03933	ELIZONDO, BENJAMIN M	07/27/2023	\$4,771.61	
	00026171	E04016	ELIZONDO, FLOR DE LIS	07/27/2023	\$2,429.22	
	00026172	E01598	ELSOUSOU, HELENA	07/27/2023	\$4,909.13	
	00026173	E02708	ENRIQUEZ, JOHN G	07/27/2023	\$947.91	
	00026174	E02734	ESCALANTE, OTTO J	07/27/2023	\$11,153.94	
	00026175	E04334	ESCOBEDO, JOSHUA N	07/27/2023	\$4,888.94	

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00026176	E02724	ESTLOW, STEPHEN C	07/27/2023	\$3,415.92
00026177	E04358	ESTRADA MONSANTO, MICHELLE N	07/27/2023	\$3,013.63
00026178	E04748	FAJARDO, JESUS	07/27/2023	\$2,823.96
00026179	E04303	FERREIRA JR, HECTOR	07/27/2023	\$3,288.82
00026180	E01663	FERRIN, KORY C	07/27/2023	\$4,274.11
00026181	E03976	FIGUEREDO, GEORGE R	07/27/2023	\$4,024.56
00026182	E04774	FLINN, PATRICIA C	07/27/2023	\$3,036.90
00026183	E02887	FOSTER, VICTORIA M	07/27/2023	\$1,603.82
00026184	E04033	FRANCISCO, KATHERINE M	07/27/2023	\$2,401.99
00026185	E02963	FRANKS, JAMES D	07/27/2023	\$11,127.97
00026186	E04747	FRESENIUS, ROBERT D	07/27/2023	\$2,556.50
00026187	E00903	FRUTOS, VERONICA	07/27/2023	\$1,799.85
00026188	E04729	GARCIA, JOSEPH A	07/27/2023	\$2,325.63
00026189	E03086	GARCIA, PETE	07/27/2023	\$4,304.99
00026190	E03659	GARNER, AMANDA B	07/27/2023	\$2,151.05
00026191	E02606	GEORGE, DAVID L	07/27/2023	\$2,222.32
00026192	E04351	GERDIN, MICHAEL E	07/27/2023	\$3,097.35
00026193	E04542	GIFFORD, ROBERT J	07/27/2023	\$5,647.65
00026194	E04658	GIRGENTI, BRIAN C	07/27/2023	\$3,635.47
00026195	E04401	GLEASON, SEAN M	07/27/2023	\$2,921.43
00026196	E04917	GOMEZ, JESUS	07/27/2023	\$2,172.00
00026197	E04863	GONZALEZ JR, GONZALO	07/27/2023	\$2,974.47
00026198	E05003	HA, DANNY	07/27/2023	\$2,981.61
00026199	E04732	HADDEN, TRAVIS J	07/27/2023	\$2,689.15
00026200	E04787	HALEY, KYLE N	07/27/2023	\$12,257.45
00026201	E03527	HALLER, TROY	07/27/2023	\$5,384.65
00026202	E03402	HEINE, STEVEN H	07/27/2023	\$4,547.72
00026203	E02469	HERRERA, JOSE D	07/27/2023	\$3,969.62
00026204	E04244	HINGCO, PINKY C	07/27/2023	\$3,955.89
00026205	E03713	HOLLOWAY, WILLIAM T	07/27/2023	\$6,735.90
00026206	E04739	HOWARD, JASON A	07/27/2023	\$3,847.86
00026207	E04654	HURLEY, KIRK P	07/27/2023	\$3,317.66
00026208	E04089	HUTCHINS, DONALD J	07/27/2023	\$3,817.11
00026209	E03815	HUYNH, AI KELLY	07/27/2023	\$3,054.17
00026210	E03559	HUYNH, THI A	07/27/2023	\$3,347.77

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	00026211	E04915	ITURRALDE, JENNIFER L	07/27/2023	\$1,595.95
	00026212	E04583	JENSEN, MICHAEL J	07/27/2023	\$4,820.41
	00026213	E02935	JENSEN, NICKOLAS K	07/27/2023	\$4,025.66
	00026214	E04587	JIMENEZ JR, EFRAIN A	07/27/2023	\$12,767.33
	00026215	E04781	JIMENEZ TAVAREZ, SERGIO J	07/27/2023	\$2,279.64
	00026216	E04655	JOHNSON, CODY M	07/27/2023	\$2,591.58
	00026217	E03368	JOHNSON, JASON L	07/27/2023	\$5,232.11
	00026218	E03831	JORDAN, GERALD F	07/27/2023	\$4,295.48
	00026219	E04610	JORDAN, VICTORIA A	07/27/2023	\$226.94
	00026220	E04444	JULIENNE, PATRICK R	07/27/2023	\$3,486.99
	00026221	E04460	KAISER, GEORGE R	07/27/2023	\$1,212.08
	00026222	E04559	KELLEY, KRISTOFER D	07/27/2023	\$3,184.05
	00026223	E04353	KEUILIAN, SHELBY	07/27/2023	\$2,310.82
	00026224	E04663	KIM, CHAD B	07/27/2023	\$2,605.24
	00026225	E04641	KIM, EDWARD K	07/27/2023	\$322.88
	00026226	E04538	KIMBERLY, ALLYSON L	07/27/2023	\$1,814.94
	00026227	E03932	KIVLER, ROBERT J	07/27/2023	\$2,809.11
	00026228	E03389	KOLANO, JOSEPH L	07/27/2023	\$4,557.49
	00026229	E03294	KOVACS, LEA K	07/27/2023	\$10,251.23
	00026230	E05000	KOVACS, TIMOTHY M	07/27/2023	\$2,578.29
	00026231	E04669	KOVACS, TIMOTHY P	07/27/2023	\$4,971.34
	00026232	E03484	KUNKEL, PETER M	07/27/2023	\$3,643.55
	00026233	E04804	LADD, LAUREN M	07/27/2023	\$2,205.67
	00026234	E04857	LANG, MICHAEL J	07/27/2023	\$4,023.29
	00026235	E03511	LAZENBY, NICHOLAS A	07/27/2023	\$3,410.63
	00026236	E04877	LE, BAO TINH THI	07/27/2023	\$2,436.84
	00026237	E04021	LEE, RAPHAEL M	07/27/2023	\$5,163.23
	00026238	E04970	LEIVA, EDUARDO C	07/27/2023	\$5,594.83
	00026239	E03488	LEYVA, ERICK	07/27/2023	\$4,416.87
	00026240	E04541	LINK, DEREK M	07/27/2023	\$3,976.27
	00026241	E00030	LOERA JR, RAFAEL	07/27/2023	\$4,735.48
	00026242	E05033	LOFFLER, CHARLES H	07/27/2023	\$5,432.72
	00026243	E02645	LOPEZ, DAVID	07/27/2023	\$4,218.42
	00026244	E05066	LORD, MARK A	07/27/2023	\$4,481.13
	00026245	E04581	LOWEN, BRADLEY A	07/27/2023	\$3,251.11

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00026246	E04761	LUCATERO, JESSE A	07/27/2023	\$3,494.50
00026247	E00027	LUKAS, STEVEN W	07/27/2023	\$2,374.96
00026248	E04048	LUX, ROBERT D	07/27/2023	\$2,760.90
00026249	E03663	LUX, RYAN M	07/27/2023	\$4,450.97
00026250	E04772	LY, LINDALINH THU	07/27/2023	\$1,660.12
00026251	E04661	MACHUCA, ROBERTO	07/27/2023	\$3,676.40
00026252	E03752	MACY, TAYLOR A	07/27/2023	\$3,383.40
00026253	E04532	MANIACI, GIANLUCA F	07/27/2023	\$4,274.32
00026254	E04435	MARCHAND, MATTHEW P	07/27/2023	\$3,948.47
00026255	E01359	MARTINEZ JR, MARIO	07/27/2023	\$6,243.45
00026256	E04974	MARTINEZ, JUANITA PATRICIA	07/27/2023	\$3,018.14
00026257	E02792	MATA, RAQUEL D	07/27/2023	\$870.37
00026258	E04656	MAZON, JORGE L	07/27/2023	\$2,624.80
00026259	E02796	MCFARLANE, MARIA C	07/27/2023	\$2,625.26
00026260	E06761	MEEKS, REBECCA S	07/27/2023	\$4,470.12
00026261	E03826	MEERS, BRYAN J	07/27/2023	\$4,900.61
00026262	E02655	MENDOZA CAMPOS, MELISSA	07/27/2023	\$3,164.82
00026263	E04402	MERRILL, KENNETH E	07/27/2023	\$548.19
00026264	E03965	MIHALIK, DANNY J	07/27/2023	\$4,839.74
00026265	E04865	MORIN, LINDA M	07/27/2023	\$3,286.96
00026266	E04352	MORSE, JEREMY N	07/27/2023	\$5,377.80
00026267	E01940	MORTON, NATHAN D	07/27/2023	\$3,817.13
00026268	E04454	MOSER, MICHAEL A	07/27/2023	\$1,978.99
00026269	E03929	MURILLO JR, RAUL	07/27/2023	\$6,448.24
00026270	E04626	MURO, JASON M	07/27/2023	\$5,225.32
00026271	E04577	MUSCHETTO, PATRICK J	07/27/2023	\$2,669.98
00026272	E03422	NADOLSKI, THOMAS R	07/27/2023	\$2,646.27
00026273	E05084	NAKANO HITZKE, SARAH V	07/27/2023	\$2,338.57
00026274	E04111	NEELY, JACOB J	07/27/2023	\$2,586.63
00026275	E05111	NGUYEN, HAU D	07/27/2023	\$469.82
00026276	E02813	NGUYEN, TRINA T	07/27/2023	\$1,972.92
00026277	E04540	NIKOLIC, ADAM C	07/27/2023	\$6,224.61
00026278	E05146	NIZ, IXA N	07/27/2023	\$1,877.95
00026279	E05054	NUNEZ, BREANNE S	07/27/2023	\$3,267.39
00026280	E03350	OLIVO, JOSHUA T	07/27/2023	\$4,421.53

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00026281	E04035	ORTIZ, STEVEN TRUJILLO	07/27/2023	\$3,108.49
00026282	E03427	PANELLA, JOSEPH N	07/27/2023	\$4,590.92
00026283	E04910	PAQUA, BRANDON J	07/27/2023	\$2,731.09
00026284	E01948	PARK, BRANDY J	07/27/2023	\$3,581.18
00026285	E02995	PAYAN, CRISTINA V	07/27/2023	\$2,455.98
00026286	E00824	PAYAN, LUIS A	07/27/2023	\$5,061.75
00026287	E04843	PEREZ, EMMANUEL	07/27/2023	\$2,770.52
00026288	E00145	PERKINS, JASON S	07/27/2023	\$4,407.38
00026289	E04429	PHAM, PHILLIP H	07/27/2023	\$3,614.18
00026290	E06938	PLUARD, DOUGLAS A	07/27/2023	\$13,284.59
00026291	E03299	POLOPEK, COREY T	07/27/2023	\$3,937.47
00026292	E05050	QUANG, DENNIS	07/27/2023	\$2,575.31
00026293	E04788	QUIROZ, LUIS A	07/27/2023	\$2,165.14
00026294	E05100	RAABE, MATTHEW A	07/27/2023	\$2,371.73
00026295	E03967	RAMIREZ OROZCO, SINDY	07/27/2023	\$3,228.79
00026296	E04955	RAMIREZ, KAYLYN C	07/27/2023	\$1,734.30
00026297	E03390	RAMIREZ, LUIS F	07/27/2023	\$4,105.23
00026298	E05021	RAMIREZ, TERRA M	07/27/2023	\$3,186.54
00026299	E05049	RAMOS, DAVID N	07/27/2023	\$6,265.79
00026300	E04914	RAMOS, RODOLFO B	07/27/2023	\$488.03
00026301	E03217	RANEY, JOHN E	07/27/2023	\$3,443.84
00026302	E04941	RASMUSSEN, TRENTON L	07/27/2023	\$2,590.97
00026303	E04659	REED, THOMAS S	07/27/2023	\$4,093.52
00026304	E03486	REYES, RON A	07/27/2023	\$3,300.52
00026305	E04911	RICHARDS, BRYANT D	07/27/2023	\$2,303.50
00026306	E04437	RICHMOND, RYAN R	07/27/2023	\$4,480.62
00026307	E04860	ROCHA, RUDY A	07/27/2023	\$1,819.91
00026308	E04738	RODRIGUEZ, DANIEL	07/27/2023	\$3,155.29
00026309	E04082	RODRIGUEZ, JENNIFER M	07/27/2023	\$3,753.18
00026310	E05001	RODRIGUEZ, RYAN ELIJAH	07/27/2023	\$3,036.20
00026311	E04438	ROGERS, CHRISTIN E	07/27/2023	\$4,076.23
00026312	E04385	ROJAS, ASHLEY C	07/27/2023	\$2,027.21
00026313	E04507	ROMBOUGH, JENNIFER V	07/27/2023	\$2,177.82
00026314	E04552	RUZIECKI, ERIC T	07/27/2023	\$4,449.05
00026315	E02845	SALAZAR, SEAN M	07/27/2023	\$3,540.12

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00026316	E04845	SALGADO JR., ALFREDO	07/27/2023	\$2,459.78
00026317	E03297	SAMOFF, TANYA L	07/27/2023	\$2,886.01
00026318	E02646	SANTANA, LINO G	07/27/2023	\$4,684.32
00026319	E05086	SEELY, BRITTANY L	07/27/2023	\$349.63
00026320	E03035	SEYMOUR, SUSAN A I	07/27/2023	\$2,769.22
00026321	E04282	SHELGREN, CHRISTOPHER M	07/27/2023	\$3,159.58
00026322	E04616	SHIPLEY, AARON T	07/27/2023	\$3,638.26
00026323	E02937	SHORROW, NICOLE D	07/27/2023	\$3,114.85
00026324	E04864	SILVA, LEVI JOENIEL	07/27/2023	\$2,431.74
00026325	E04576	SIMONS, SHAYLEN L	07/27/2023	\$2,773.93
00026326	E04934	SLETTVET, HEATHER P	07/27/2023	\$2,853.38
00026327	E02587	SOSEBEE, DANNY J	07/27/2023	\$1,259.92
00026328	E03563	SPELLMAN, MARSHA D	07/27/2023	\$2,770.87
00026329	E04500	STAAL, GAREY D	07/27/2023	\$22,200.67
00026330	E03218	STARNES, CHARLES W	07/27/2023	\$5,484.09
00026331	E03761	STEPHENSON III, ROBERT M	07/27/2023	\$5,097.80
00026332	E04584	STROUD, BRIAN T	07/27/2023	\$5,432.37
00026333	E02979	TESSIER, PAUL M	07/27/2023	\$3,951.10
00026334	E04449	TRAN, SPENCER T	07/27/2023	\$2,700.85
00026335	E05145	VACCARO, CHRISTIAN L	07/27/2023	\$466.18
00026336	E02982	VAICARO, VINCENTE J	07/27/2023	\$5,338.47
00026337	E03053	VALENCIA, EDGAR	07/27/2023	\$3,885.09
00026338	E04667	VAUGHN, CALEB I	07/27/2023	\$1,751.74
00026339	E04434	VELLANOWETH, KIMBRA S	07/27/2023	\$2,319.87
00026340	E04903	VIGIL, DANIEL C	07/27/2023	\$2,543.65
00026341	E03022	VU, TUONG-VAN NGUYEN	07/27/2023	\$2,302.65
00026342	E04730	VU, TYLER D	07/27/2023	\$2,350.85
00026343	E01905	WAINWRIGHT, JONATHAN B	07/27/2023	\$3,736.88
00026344	E03220	WARDLE, DENNIS	07/27/2023	\$5,546.08
00026345	E03213	WARDLE, SANTA	07/27/2023	\$2,127.99
00026346	E04758	WEYKER, CHRYSTAL L	07/27/2023	\$2,912.89
00026347	E03930	WHITNEY, CHERYL L	07/27/2023	\$1,879.43
00026348	E03305	WIMMER, ROYCE C	07/27/2023	\$6,428.11
00026349	E04762	WREN, DANIELLE E	07/27/2023	\$2,905.28
00026350	E04763	WRIGHT, SARAH A	07/27/2023	\$2,758.29

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00026351	E04856	XU, DUO	07/27/2023	\$2,933.93
00026352	E03543	YELENSKY, SHANNON M	07/27/2023	\$1,923.35
00026353	E04156	YERGLER, JOHN J	07/27/2023	\$5,229.13
00026354	E04722	YNIGUEZ, COLE A	07/27/2023	\$3,455.60
00026355	E09942	YOUNG, DAVID C	07/27/2023	\$630.06
00026356	E01978	ZMIJA, ADAM D	07/27/2023	\$28,209.17
00026357	E04517	AGUIRRE, ALFRED J	07/27/2023	\$3,759.25
00026358	E01626	AGUIRRE, ANSELMO	07/27/2023	\$2,204.58
00026359	E05087	ALVAREZ, CARLOS J	07/27/2023	\$1,773.49
00026360	E04631	ANDREI, IOAN	07/27/2023	\$1,211.42
00026361	E05113	ARAUJO, ANTONIO	07/27/2023	\$774.60
00026362	E04678	BABINSKI IV, SYLVESTER A	07/27/2023	\$2,460.06
00026363	E05098	BARNESE, VINCENZO A	07/27/2023	\$2,919.25
00026364	E05135	BARNHART, CHARLEY A	07/27/2023	\$750.02
00026365	E04336	BECERRA, RODOLPHO M	07/27/2023	\$5,582.07
00026366	E04972	BECERRA-SAMANIEGO JR, GABRIEL	07/27/2023	\$1,610.71
00026367	E01255	BOS, MICHAEL C	07/27/2023	\$2,330.81
00026368	E04650	BUCHLER, RAYMOND A	07/27/2023	\$1,763.19
00026369	E01584	CANDELARIA, DANIEL J	07/27/2023	\$4,714.13
00026370	E04300	CANO, EDGAR A	07/27/2023	\$2,760.40
00026371	E03828	CANTRELL, JEFFREY G	07/27/2023	\$2,309.43
00026372	E05063	CARRILLO, GEORGE	07/27/2023	\$2,516.35
00026373	E03811	CARRISOZA, ALBERT J	07/27/2023	\$2,636.30
00026374	E00916	CARTER, PHILLIP J	07/27/2023	\$3,567.54
00026375	E04869	CHAVEZ, DAMIAN JESUS	07/27/2023	\$714.61
00026376	E04551	CONTRERAS, GABRIELA R	07/27/2023	\$2,700.70
00026377	E03518	COTTON, JULIE T	07/27/2023	\$2,040.27
00026378	E03807	DE LA ROSA, VINCENT L	07/27/2023	\$3,332.14
00026379	E03736	DIBAJ, KAMYAR	07/27/2023	\$3,606.94
00026380	E05122	DORADO, ANTHONY	07/27/2023	\$576.95
00026381	E02515	DUVALL, RICK L	07/27/2023	\$3,082.89
00026382	E04514	ESPINOZA, ERIC M	07/27/2023	\$2,255.22
00026383	E03733	ESPINOZA, JULIA	07/27/2023	\$1,362.65
00026384	E03405	FERNANDEZ, CECELIA A	07/27/2023	\$1,336.93
00026385	E04997	FLORES, ANTHONY	07/27/2023	\$680.99

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	Check	Vendor #	Vendor Name	Issue Date	Check Amount
	00026386	E04990	FLORES, MITCHELL C	07/27/2023	\$1,434.92
	00026387	E05064	FOX, LUCAS	07/27/2023	\$1,461.32
	00026388	E05037	GAINES, JEFFREY S	07/27/2023	\$882.93
	00026389	E05010	GALVAN, EDGAR	07/27/2023	\$983.26
	00026390	E04754	GARCIA, ALICIA R	07/27/2023	\$1,642.69
	00026391	E04677	GIROUARD, CASEY G	07/27/2023	\$1,645.53
	00026392	E05156	GOMEZ HERNANDEZ, RICARDO	07/27/2023	\$873.04
	00026393	E04629	GOMEZ, DIANA	07/27/2023	\$1,148.78
	00026394	E03341	GONZALEZ, JORGE	07/27/2023	\$1,291.36
	00026395	E03400	GREENE, MICHAEL R	07/27/2023	\$2,440.03
	00026396	E03685	GUZMAN, JESSE	07/27/2023	\$2,412.21
	00026397	E04299	HANSEN, AARON R	07/27/2023	\$2,089.54
	00026398	E03523	HARO, GLORIA A	07/27/2023	\$1,303.87
	00026399	E03759	HERNANDEZ, HERMILO	07/27/2023	\$2,862.02
	00026400	E04622	HOFER, ALICIA M	07/27/2023	\$2,091.54
	00026401	E02874	HOLMON III, ALBERT J	07/27/2023	\$4,136.08
	00026402	E04347	HSIEH, NICOLAS C	07/27/2023	\$3,666.62
	00026403	E03588	HUYNH, HUY HOA	07/27/2023	\$2,466.12
	00026404	E04831	ILFELD, MATTHEW D	07/27/2023	\$2,527.71
	00026405	E01907	JACOT, ROSEMARIE	07/27/2023	\$2,392.58
	00026406	E04296	JOHNSON, ERIC W	07/27/2023	\$1,733.74
	00026407	E04979	JURADO, MICHAEL	07/27/2023	\$1,379.19
	00026408	E04470	KAYLOR, BRENT	07/27/2023	\$2,629.01
	00026409	E04728	KHALIL, MARK M	07/27/2023	\$3,089.89
	00026410	E05115	KOUTSOYANOPULOS, ALDOCHRIS V	07/27/2023	\$1,635.38
	00026411	E04382	KWIATKOWSKI, BRYAN D	07/27/2023	\$1,956.10
	00026412	E02852	LADNEY, MARK W	07/27/2023	\$3,745.35
	00026413	E04769	LAMAS, LEONEL A	07/27/2023	\$1,076.67
	00026414	E03813	LEWIS, SHAN L	07/27/2023	\$3,262.26
	00026415	E03301	LEYVA, RAUL	07/27/2023	\$3,716.79
	00026416	E05065	LOMELI, JONATHAN	07/27/2023	\$914.37
	00026417	E05006	MARQUEZ, STEVEN ADAM	07/27/2023	\$1,788.34
	00026418	E05364	MARU, NAVIN B	07/27/2023	\$20,559.15
	00026419	E04665	MEJIA, DIEGO A	07/27/2023	\$2,166.98
	00026420	E03493	MENDEZ, RIGOBERTO	07/27/2023	\$2,251.39

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00026421	E04998	MENDOZA, LAURA	07/27/2023	\$1,032.81
00026422	E04724	MOORE, DOUGLAS A	07/27/2023	\$3,649.16
00026423	E04827	MORELAND, ANDREW J	07/27/2023	\$2,504.23
00026424	E04222	MOSS, DANIEL C	07/27/2023	\$1,776.71
00026425	E01243	MURRAY JR, WILLIAM E	07/27/2023	\$7,829.30
00026426	E04634	NAVARRO, JUAN C	07/27/2023	\$2,957.09
00026427	E04969	ORNELLAS, MICHAEL	07/27/2023	\$1,551.47
00026428	E03378	ORTIZ, STEVEN T	07/27/2023	\$120.56
00026429	E04999	ORTUNO, ANIBAL	07/27/2023	\$2,873.44
00026430	E05114	PACE, FRANK D	07/27/2023	\$923.73
00026431	E03754	PINKSTON, RICHARD L	07/27/2023	\$2,641.84
00026432	E05112	POE, HEIDI L	07/27/2023	\$2,899.33
00026433	E04567	POWELL, AUSTIN H	07/27/2023	\$3,564.56
00026434	E03799	QUIROZ, ROLANDO	07/27/2023	\$3,162.38
00026435	E05031	RAMIREZ, AACIN	07/27/2023	\$2,089.18
00026436	E04572	REED, MELVIN P	07/27/2023	\$2,864.02
00026437	E02058	REYES, DELFRADO C	07/27/2023	\$1,356.41
00026438	E04295	ROBLES, RAFAEL	07/27/2023	\$2,076.67
00026439	E04563	RODRIGUEZ, ADRIANNA M	07/27/2023	\$1,267.68
00026440	E05141	RODRIGUEZ, JOY R	07/27/2023	\$921.07
00026441	E05004	RUELAS, SERGIO	07/27/2023	\$1,952.33
00026442	E04289	SALDIVAR, RICARDO	07/27/2023	\$2,426.60
00026443	E04505	SANTOS, MICHAEL F	07/27/2023	\$3,502.01
00026444	E04836	SOTO, WILLIAM A	07/27/2023	\$1,758.45
00026445	E05089	STAIR, DEAN T	07/27/2023	\$952.16
00026446	E03091	SUDDUTH, STEPHEN D	07/27/2023	\$2,806.96
00026447	E01625	TAPIA, LUIS A	07/27/2023	\$3,115.51
00026448	E04756	TARIN, ALEXIS P	07/27/2023	\$1,571.10
00026449	E03239	TAUANU U, STEVE J	07/27/2023	\$2,174.12
00026450	E04773	THURMAN JR, EDWIN O	07/27/2023	\$1,097.31
00026451	E08679	THURMAN, RODERICK	07/27/2023	\$1,991.90
00026452	E04825	TRUJILLO, JOSEPH E	07/27/2023	\$1,929.72
00026453	E02482	UPHUS, MARK P	07/27/2023	\$5,008.47
00026454	E03681	VASQUEZ, JOSE A	07/27/2023	\$3,129.94
00026455	E05136	VASQUEZ, PEDRO	07/27/2023	\$1,751.72

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00026456	E05134	VEGA, ERIC J	07/27/2023	\$826.61
00026457	E02942	VERA, EVARISTO	07/27/2023	\$2,050.54
00026458	E03727	VERGARA NEAL, ANA G	07/27/2023	\$3,058.54
00026459	E05093	VIRAMONTES, ALEXANDRA	07/27/2023	\$2,871.40
00026460	E01580	VU, DAI C	07/27/2023	\$4,182.06
00026461	E04362	VU, KHANG L	07/27/2023	\$3,476.80
00026462	E03414	WILLIAMS, HILLARD J	07/27/2023	\$210.77
00026463	E04006	WILLIAMS, RICHARD L	07/27/2023	\$3,377.34
00026464	E05023	YNIGUEZ, KARISSA N	07/27/2023	\$2,628.44
00026465	E03436	ZIEGLER, RICK S	07/27/2023	\$1,090.44
00026466	E03917	ALLEN, CHRISTOPHER L	07/27/2023	\$77.20
00026467	E04163	AMBRIZ GARCIA, EDWARD D	07/27/2023	\$1,493.55
00026468	E04784	BANUELOS, ALEJANDRO	07/27/2023	\$2,480.33
00026469	E04063	BERGER, JAN	07/27/2023	\$2,865.71
00026470	E00651	BERMUDEZ, ROBERT P	07/27/2023	\$3,618.65
00026471	E03495	BLAS, VICTOR T	07/27/2023	\$2,637.64
00026472	E00070	CANNON, TIM P	07/27/2023	\$4,117.67
00026473	E04365	DAN, CARINA M	07/27/2023	\$2,561.56
00026474	E04440	DAVIS, RYAN H	07/27/2023	\$1,626.23
00026475	E03145	DE LA ROSA, FRANK X	07/27/2023	\$2,251.42
00026476	E03051	DIEMERT, RONALD W	07/27/2023	\$2,764.95
00026477	E02718	ESCOBAR, CHRIS N	07/27/2023	\$2,950.47
00026478	E03688	GLENN, JEREMY J	07/27/2023	\$112.99
00026479	E01618	GOMEZ, JOSE	07/27/2023	\$2,479.77
00026480	E02701	GONZALEZ, ALEJANDRO	07/27/2023	\$3,542.24
00026481	E03763	GRIFFIN, LARRY	07/27/2023	\$1,929.50
00026482	E04828	GUERRERO, MICHAEL V	07/27/2023	\$1,989.01
00026483	E04018	HAENDIGES, ROBERT A	07/27/2023	\$2,285.44
00026484	E03575	HART, RYAN S	07/27/2023	\$2,290.32
00026485	E03701	HAYES, WALTER B	07/27/2023	\$4,141.54
00026486	E03399	HOWENSTEIN, FRANK D	07/27/2023	\$2,639.50
00026487	E03406	HUY, EDWARD A	07/27/2023	\$2,321.33
00026488	E03446	JIMENEZ, VIDAL	07/27/2023	\$2,401.66
00026489	E04782	JIN, LIYAN	07/27/2023	\$2,678.66
00026490	E03534	KIM, SAMUEL K	07/27/2023	\$4,161.06

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00026491	E03254	KIRZHNER, ALLEN G	07/27/2023	\$3,775.79
00026492	E05095	LALLY, JASON T	07/27/2023	\$2,291.14
00026493	E03988	LI, REBECCA PIK KWAN	07/27/2023	\$4,231.84
00026494	E02063	MA AE, DAVID	07/27/2023	\$2,266.48
00026495	E03249	MANSON, RAQUEL K	07/27/2023	\$2,918.31
00026496	E04837	MARTINEZ, ALFREDO	07/27/2023	\$2,139.35
00026497	E02124	MEISLAHN, TYLER	07/27/2023	\$2,171.43
00026498	E04403	MONTGOMERY, JESSE K	07/27/2023	\$4,785.81
00026499	E04707	MORRIS, JUSTIN M	07/27/2023	\$3,511.95
00026500	E03590	MOYA JR, STEVEN J	07/27/2023	\$2,523.43
00026501	E03519	MURAD, BASIL G	07/27/2023	\$2,856.16
00026502	E03144	NATLAND, KIRK L	07/27/2023	\$1,666.30
00026503	E04291	NGUYEN, DUC TRUNG	07/27/2023	\$2,674.27
00026504	E04904	NGUYEN, LISA	07/27/2023	\$1,084.54
00026505	E03221	NICOLAE, CORNELIU	07/27/2023	\$3,725.26
00026506	E04210	NUNES, BRANDON S	07/27/2023	\$1,968.68
00026507	E03923	ORNELAS, ANDREW I	07/27/2023	\$3,069.59
00026508	E03582	ORTEGA, DAVID A	07/27/2023	\$2,572.45
00026509	E03578	PASILLAS, CELESTINO J	07/27/2023	\$3,219.04
00026510	E03170	PEARSON, WILLIAM F	07/27/2023	\$2,616.00
00026511	E04805	POLIDORI, JESSICA J	07/27/2023	\$3,676.11
00026512	E02500	PORRAS, STEPHEN	07/27/2023	\$3,246.72
00026513	E07590	RUITENSCHILD, LES A	07/27/2023	\$3,465.18
00026514	E03926	RUIZ, JONATHAN	07/27/2023	\$3,702.32
00026515	E07690	SANTOS, ALEXIS	07/27/2023	\$2,271.95
00026516	E07692	SARMIENTO, ADRIAN M	07/27/2023	\$3,229.66
00026517	E04956	SON, TOMMY T	07/27/2023	\$2,121.91
00026518	E04301	TALAMANTES JR, ALBERT	07/27/2023	\$2,925.57
00026519	E04121	TRAN, MINH K	07/27/2023	\$4,595.89
00026520	E08881	VALENZUELA, ALEJANDRO N	07/27/2023	\$4,124.91
00026521	E01882	VIRAMONTES, JESSE	07/27/2023	\$2,469.76
00026522	E04195	WOLLAND, RONALD J	07/27/2023	\$2,581.71
00026523	E09940	YERGENSEN, VICTOR K	07/27/2023	\$3,617.95
00026524	E09954	ZAVALA, JOHN	07/27/2023	\$2,693.71
00026525	E00740	BLODGETT, GREG	07/27/2023	\$4,269.08

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Check	Vendor#	Vendor Name	Issue Date	Check Amount
00026526	E01338	CARRENO, SHAUNA J	07/27/2023	\$2,281.77
00026527	E03808	CHENG, ALANA R	07/27/2023	\$3,710.50
00026528	E03353	COVARRUBIAS, MONICA	07/27/2023	\$3,803.59
00026529	E05102	FLORES CRUZ, LAURA	07/27/2023	\$2,054.17
00026530	E03697	GUERRERO, PAUL	07/27/2023	\$3,531.64
00026531	E04750	HO, VY D	07/27/2023	\$1,905.12
00026532	E04096	HUYNH, DANNY	07/27/2023	\$4,284.85
00026533	E02612	KLOESS, VILMA C	07/27/2023	\$2,938.26
00026534	E01949	LE, IVY	07/27/2023	\$2,428.96
00026535	E05092	LE, LINH D	07/27/2023	\$2,220.32
00026536	E01280	LE, TAMMY	07/27/2023	\$1,775.57
00026537	E03617	LEE, GRACE E	07/27/2023	\$2,956.40
00026538	E05828	MIDDENDORF, LINDA	07/27/2023	\$3,441.29
00026539	E02895	MOURE, SVETLANA	07/27/2023	\$2,546.93
00026540	E04948	NGUYEN, HOAI THUONG H	07/27/2023	\$4,558.49
00026541	E03255	NGUYEN, PHUONG VIEN T	07/27/2023	\$2,324.29
00026542	E02560	NGUYEN, QUANG	07/27/2023	\$2,844.47
00026543	E01286	NGUYEN, TINA T	07/27/2023	\$2,247.57
00026544	E03541	PHI, THYANA T	07/27/2023	\$2,880.99
00026545	E05106	ROMERO, ALEX	07/27/2023	\$1,901.72
00026546	E04408	THRONE, TIMOTHY E	07/27/2023	\$2,339.39
00026547	E02543	TO, TANYA L	07/27/2023	\$1,765.32
00026548	E01971	TRAN, CUONG K	07/27/2023	\$2,505.89
00026549	E02056	TRUONG, ELAINE	07/27/2023	\$1,902.41
00026550	E02562	VO, THANH-NGUYEN	07/27/2023	\$1,938.00
00026551	E05104	YANG, DAEUN	07/27/2023	\$2,253.61
			EFT - Total	\$1,861,523.18
			Overall - Total	\$1,876,992.92

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City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Teresa Pomeroy

Dept.: City Manager Dept.: City Clerk

Subject: Appointments to the Parks, Date: 8/8/2023

Recreation and Arts Commission and Traffic Commission to fill vacancies. (Action Item continued from the July 25, 2023, City Council Meeting.)

OBJECTIVE

For the Mayor, with City Council approval, to appoint commissioners to fill vacancies on the Parks, Recreation and Arts Commission and the Traffic Commission.

BACKGROUND

At the June 27, 2023, City Council Meeting, Mr. Fernando Cueva and Mr. Joseph Larrichia were appointed to the Planning Commission. These appointments left vacancies on the Parks, Recreation and Arts Commission and the Traffic Commission.

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 notices were published and posted by the City Clerk's Office on July, 5 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 \$275.00. Legal advertising costs were included in the City's operating budget.

RECOMMENDATION

It is recommended that the Mayor, with City Council approval, appoint a Commissioner to the Parks, Recreation and Arts Commission and a Commissioner to the Traffic Commission.

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Applicant List	7/20/2023	Backup Material	2023_PARKS_AND_TRAFFIC_APPLICANT_LIST.pdf
Parks Vacancy Notice	7/21/2023	Notice	Parks_Commission_Special_Vacancy_Notice_(June_2023).pdf
Traffic Vacancy Notice	7/21/2023	Notice	Traffic_Commission_Vacancy_Notice_(June_2023).pdf

2023 GARDEN GROVE COMMISSION APPLICANTS

PARKS, RECREATION, AND ARTS

Alejandra Colon Ariana Arestegui Christian Jose Lopez **Christopher Bianco Donald Taylor** Jennifer Tackney Johnny Nguyen Kelli Price Kevin Mohr Linda Le Linda Zamora Majeda Geramy Monique Dominguez **Nicholas Dibs** Nora Valle Ramiro Landeros Sarah Slegers William Tocki

TRAFFIC

Joel Silverthorn
Ceasr Morales
Dale Gilbert
Duy Nguyen
Idalia Galdamez Valle
James Webb
Joshua McNeill
Judy Bainto
Kevin Mohr
Minh-Tri Vu
Tracie Pham
Vincent Arzaga
William Tocki

CITY OF GARDEN GROVE

PARKS, RECREATION, AND ARTS COMMISSION SPECIAL VACANCY NOTICE

Pursuant to Garden Grove Municipal Code Section 2.21.013, notice is hereby given that the Garden Grove Parks, Recreation, and Arts Commission has an unscheduled vacancy with the term expiring December 2024. Information and a Commission application can be obtained by accessing the City's website at: 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 Parks, Recreation, and Arts Commission consists of seven members who are electors residing in Garden Grove. The current vacancy is to complete the term held by Commissioner Fernando Cueva. Parks, Recreation and Arts Commission meetings are regularly scheduled on the 2nd Thursday of January, April, July, and October at 6:00 p.m., and are held in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

/s/ TERESA POMEROY, CMC City Clerk

Date: June 28, 2023 Publish: July 5, 2023

CITY OF GARDEN GROVE

TRAFFIC COMMISSION SPECIAL VACANCY NOTICE

Pursuant to Garden Grove Municipal Code Section 2.21.013, notice is hereby given that the Garden Grove Traffic Commission has an unscheduled vacancy with the term expiring December 2024. Information and a Commission application can be obtained by accessing the City's website at: 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 Traffic Commission consists of seven members who are electors residing in Garden Grove. The current vacancy is to complete the term held by Commissioner Joseph Laricchia. Traffic Commission meetings are regularly scheduled on the 1st Tuesday of January, March, May, July September, and November at 6:00 p.m., and are held in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

/s/ TERESA POMEROY, CMC City Clerk

Date: June 28, 2023 Publish: July 5, 2023

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Teresa Pomeroy

Dept.: City Manager Dept.: City Clerk

Subject: Appointment of a City Date: 8/8/2023

Council Member to the Orange County Sanitation District. (Action Item

continued from the July 25, 2023, City Council meeting.)

OBJECTIVE

For the City Council to appoint a City Council Member to the Orange County Sanitation District.

BACKGROUND

The Mayor was appointed as a Representative to the Orange County Sanitation District by the City Council at the meeting held on January 10, 2023, with Council Member O'Neill appointed as the alternate representative. The Mayor is seeking a replacement due to scheduling conflicts.

DISCUSSION

The Orange County Sanitation District (OCSD) is a special district established by the California State legislature. The County Sanitary District Act specifies that OCSD's Board of Directors include one member of the City Council of each city located wholly or partially within the Sanitation District's boundaries; one member from the County Board of Supervisors; and one member of the governing body of a public agency empowered to and engaged in the collection, transportation, treatment, or disposal of sewage. The governing body of each local government appoints a member to represent them on the District Board.

OCSD Board members meet regularly on the fourth Wednesday of every month at 6:00 p.m. in the Administrative Offices of the Sanitation District, located at 10844 Ellis Avenue, Fountain Valley. It is a 25 member board who oversee the implementation of goals as outlined in the OCSD Sewer Management Plan. There is a stipend in the amount of \$212.50 per meeting and an FPPC Form 700 filing obligation with OCSD when assuming or leaving office, as well as annually.

FINANCIAL IMPACT

There is no financial impact.

RECOMMENDATION

It is recommended that the City Council:

• Appoint a City Council Member to the Orange County Sanitary District Board to complete the term for Mayor Jones.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Amir El-Farra

Dept.: City Manager Dept.: Police Chief

Subject: Approval of the appropriation Date: 8/8/2023

of asset forfeiture funds for allocation to the Fiscal Year 2023-24 Police Department

budget. (Amount:

\$250,000) (Action Item)

OBJECTIVE

To obtain City Council approval to appropriate \$250,000 in the Asset Forfeiture fund balance and allocate those funds to the FY2023-24 Police Department budget.

BACKGROUND

When assets are seized as a result of criminal activities, they can be forfeited through legal proceedings and subsequently shared with cooperating law enforcement agencies to supplement and enhance agency resources.

DISCUSSION

The Police Department wishes to use these funds for law enforcement-related expenses that conform to the guidelines set out in the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies,* which includes items such as law enforcement training and equipment.

Due to the pandemic, federal asset forfeiture cash disbursements to local agencies were significantly disrupted so the Department took a conservative financial planning approach to preserve the fund. Following the adoption of the City's Fiscal Year 2023-25 biennial budget, it has been confirmed that the disbursement of Asset Forfeiture funds will return to pre-pandemic levels. Accordingly, the Department would like to use certain Asset Forfeiture funds for certain items that were not included in the current biennial budget. The requested additional appropriation of \$250,000 will be utilized for the Performa-Labs training software (training videos that cover a variety of topics, including de-escalation and use of force) as well as other enhancements to Police field operations.

FINANCIAL IMPACT

Appropriating Asset Forfeiture funds and allocating them to the Police Department FY 2023-24 budget will create no burden on the General Fund.

RECOMMENDATION

It is recommended that the City Council:

• Appropriate Asset Forfeiture funds in the amount of \$250,000 and allocate those funds to the Fiscal Year 2023-24 Police Department budget.

By: Courtney Cibosky, Fiscal Analyst

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Craig Beck

Dept.: City Manager Dept.: Economic Development

Subject: Approval of a Purchase and Date: 8/8/2023

Sale Agreement with LT Properties, LP for the

purchase of property located at 12966 Euclid Street.

(Cost: \$12,189,000) (Action

Item)

OBJECTIVE

For City Council to consider approval of the Purchase and Sale Agreement with LT Properties, LP for the acquisition of 12966 Euclid Street, Garden Grove.

BACKGROUND

Through an expression of interest, LT Properties, LP inquired if the City of Garden Grove would be interested in acquiring the property located at 12966 Euclid Street (the "Property"). The property is improved with a five-story office building containing 64,402 rental square feet. The building was originally constructed in 1985 and has a surface parking lot containing approximately 160 parking stalls. Per the Assessor's mapping, the Assessor Parcel Number is 090-164-41 and the lot size is 2.014 acres or 87,730 square feet.

DISCUSSION

Price and Conditions

Staff and LT Properties, LP negotiated to arrive at mutually acceptable terms for the purchase of the property by the City. The terms of the Agreement (Attachment No. 1) outlines a negotiated purchase price of \$12,189,000. Following Council consideration this evening, coordination with the escrow company and title officer will be underway. The general terms and conditions of the purchase are as follows:

- Purchase Price of \$12,189,000.
- Buyer shall pay all cash at closing.

- Deposit of \$400,000.
- Closing Contingency Date is October 1, 2023.
- The City will retain a consultant who will prepare a due diligence inspection and prepare a report identifying the building's condition and conduct an Environmental Phase I analysis.
- The City will retain MV5 to prepare an ALTA and Topography Survey.
- The City may retain financial advisors to review the lease agreements, income, and expenses.
- The City will be conducting due diligence work on the building and parking lot to determine costs associated with any repair and maintenance work.

Environmental Review

The acquisition of the property is exempt from CEQA pursuant to sections 15301 [Existing Facilities - negligible or no expansion of use] and 15061(b)(3) [The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA]. The City intends to continue to use the building and property in its current use, and no construction other than maintenance and internal tenants improvements will be performed.

FINANCIAL IMPACT

The cost to acquire the Property is \$12,189,000, and will be funded by the General Fund. Additional appropriation is necessary to complete the property acquisition.

RECOMMENDATION

It is recommended that the City Council:

- Find that the acquisition of the property is exempt from CEQA pursuant to CEQA Guidelines 15301 and 15061(b)(3).
- Approve the Purchase and Sale Agreement with LT Properties, LP for the acquisition of 12966 Euclid Street by the City for an amount of \$12,189,000, plus related Closing Costs shall be appropriated for the acquisition of the property; and,
- Authorize the City Manager to execute the Agreement on behalf of the City, and make minor modifications thereto as needed.
- Approve additional appropriation in the General Fund in the amount of

\$12,189,000 plus related Closing Costs for the acquisition of the Property.

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Agreement	8/2/2023	Agreement	P_S_Agreement_12966_Euclid.pdf

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

BUYER: CITY O

CITY OF GARDEN GROVE

SELLER:

LT PROPERTIES COMPANY,

A CALIFORNIA LIMITED PARTNERSHIP

DATED:

August , 2023

PROPERTY: 12966 Euclid Street, Garden Grove, California

BASIC TERMS

Seller:	LT Properties Company, a California Limited Partnership		
Seller's Address:	12966 Euclid St., Suite #250C Garden Grove, CA 92840 Attention: Jennifer Tseng Direct: (626) 833-6783 Email: ltproperties.jennifer@gmail.com		
City Manager:	The City Manager of the City of Garden Grove or his or her designee		
Closing Date (or Closing):	Thirty (30) Days after the Expiration of the Due Diligence Period		
Deed:	A grant deed in the form of Exhibit B attached hereto		
Due Diligence Period:	Period expiring at 5 P.M. California Time Seventy-Eight (78) days after the Effective Date		
Effective Date:	August, 2023		
Escrow Holder:	Kim Hernandez Ticor Title Company 4400 MacArthur Blvd., Suite 800 Newport Beach, CA 92660 Telephone: 714-289-3327 Email: kdhernandez@ticortitle.com Fax: 949-809-0685		
Deposit Amount:	Four Hundred Thousand Dollars (\$400,000.00)		
Purchase Price:	Twelve Million One Hundred Eighty-Nine Thousand Dollars (\$12,189,000.00)		
Property:	That property located at 12966 Euclid Street, Garden Grove, California, Assessor's Parcel No. 090-164-41, legally described in Exhibit A attached hereto, and defined in Paragraph 1; the subject property is referred to as the "Property."		
Buyer:	City of Garden Grove, a municipal corporation		
Buyer's Address:	11222 Acacia Parkway Garden Grove, California 92840 Attention: Ms. Lisa Kim, City Manager Telephone: 714-741-5100 Fax: 714-741-5044 Email: lisak@ggcity.com		

Title Company:

First American Title Insurance Company

18500 Von Karman Avenue, Suite 600

Irvine, CA 92612

Attention: Maureen Collier direct: (949) 885-2481

949-299-4962

email: mcollier@firstam.com

Title Inspection Period:

Period expiring at 5 P.M. California Time Thirty (30) days after the

Effective Date

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This **PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS** ("Agreement") is made and entered into as of August ___, 2023 (the "Effective Date") by and between Seller and Buyer.

RECITALS

- **A.** Seller is the fee owner of the Property. The Property is an approximately 64,402 square feet office building on five (5) floors located at 12966 Euclid Street, Garden Grove, California 92840.
- **B.** Buyer has offered to purchase from Seller the Property described herein for the price and subject to the terms and conditions set forth below. Seller has considered the offer by Buyer and agrees to sell to Buyer the Property, as more specifically described below.
- **NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:
- 1. <u>Purchase and Sale</u>. Seller hereby agrees to sell the Property to Buyer, and Buyer hereby agrees to purchase the Property from Seller, on the terms and conditions set forth in this Agreement. The term Property is defined collectively as the following:
- (a) that certain real property, located at 12966 Euclid Street, Garden Grove, California 92840, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Real Property");
- (b) any of Seller's interest in any rights, privileges and easements appurtenant to the Real Property, including, without limitation, minerals, oil, gas and other hydrocarbon substances on and under the Real Property, development rights, air rights, water, water rights, riparian rights and water stock relating to the Real Property and rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Real Property (collectively, the "Appurtenances");
- (c) any improvements and fixtures located on the Real Property, including, without limitation, the building described in Recital A as well as any other buildings and structures located on the Real Property, all apparatus, installed equipment and appliances owned by Seller and located on or in and used exclusively in connection with the operation or occupancy of the Real Property, and all on-site parking (collectively, the "Improvements");
- (d) Seller's interest in any assignable intangible personal property possessed by Seller and used by Seller in the ownership, use, operation or maintenance of the Real Property and Improvements, including without limitation: permits, licenses, governmental approvals and other entitlements relating to the Real Property and Improvements, plans, specifications and drawings, rights of landlord under the leases identified on the rent roll attached hereto as Exhibit D ("Leases") (except for any past due rents or other obligations), all Property Documents (excluding historical

accounting records and confidential or privileged materials), and subject to Paragraph 11 hereof, a right to all security deposits paid by tenants under the Leases (the "Tenants"); and

- (e) All service, supply and maintenance contracts identified on Exhibit H attached hereto (the "Service Contracts").
- 2. <u>Payment of Consideration</u>. As consideration for the sale of the Property from Seller to Buyer, Buyer shall, at the Closing (as defined below), deliver to Seller the all cash Purchase Price less the Deposit as described in Paragraph 3.(b).

3. Escrow and Deposit.

- ("Escrow") shall be deemed opened ("Opening of Escrow") on the date that Escrow Holder receives a copy of this Agreement fully executed by Buyer and Seller. Buyer and Seller shall use their best efforts to cause the Opening of Escrow to occur within three (3) days following the Effective Date. Escrow Holder shall promptly notify Buyer and Seller in writing of the date of the Opening of Escrow. Buyer and Seller agree to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions or other instruments reasonably required by Escrow Holder to consummate the transaction contemplated by this Agreement; provided, however, that no such instruments shall be inconsistent or in conflict with, amend or supersede any portion of this Agreement. If there is any conflict or inconsistency between the terms of such instruments and the terms of this Agreement, then the terms of this Agreement shall control. Without limiting the generality of the foregoing, no such instruments shall extinguish any obligations imposed by this Agreement or any other agreement between Seller and Buyer.
- (b) <u>Deposit</u>. Within three (3) business days following the Effective Date, Buyer shall place Four Hundred Thousand Dollars (\$400,000) (the "Deposit") into Escrow. The Deposit shall be fully refundable to Buyer in the event Buyer delivers a Termination Notice (as defined below) during the Due Diligence Period (as defined below) and the Deposit shall become non-refundable to Buyer (except as noted below), but applicable to the Purchase Price, after the expiration of Due Diligence Period. Accordingly, the Deposit shall either be (i) returned to Buyer in the event this Agreement is terminated for any reason prior to the expiration of the Due Diligence Period, (ii) retained by Seller due to Buyer's default or (iii) applied to the Purchase Price at Closing.
- shall be the date the Deed (as defined below) is recorded pursuant to applicable law in Orange County, California, which shall occur thirty (30) days after the expiration of the Due Diligence Period. If the Closing has not, for any reason, occurred by the Closing Date, then either Buyer or Seller may terminate this Agreement by delivering written notice to the other at any time after the Closing Date; provided, however, that if either party is in default under this Agreement at the time of such termination, then such termination shall not affect the rights and remedies of the non-defaulting party against the defaulting party.

4. Seller's Delivery of Property Documents; Investigation; Warranty.

(a) <u>Property Documents</u>. Within (5) business days of the Effective Date, Seller shall deliver or cause to be delivered the following, to the extent in Seller's possession (except for Item #3 below, which shall be delivered by the Title Company) (collectively, the "Property

Documents"):

years;

- 1. All leases, lease amendments, month-to-month agreements, licenses, existing tenants, and licensees who remain under contract or occupy building, current litigation related to the Property (if any), governmental default notices, and contractual agreements for facility services;
- 2. All income and expense information from Property occupancy over the past three (3) years;
- 3. Title Commitment/preliminary report and legible copies of underlying documents;
 - 4. Environmental reports, if Seller has any;
 - 5. Copies of property tax bills for the Property over the past three (3)
- 6. ALTA and other building plans and surveys in Seller's possession; and
- 7. Other agreements, reports, studies, inspections, or investigations of the Property in Seller's possession and reasonably requested by Buyer; provided, however, that Seller shall not deliver to Buyer any of Seller's historical accounting or financial records (other than item 4(a)2. above) ("Seller's Confidential Financial Records"); provided further, that Buyer may view Seller's Confidential Financial Records, but shall not retain copies of the same and shall keep all information related to Seller's Confidential Financial Records strictly confidential to the extent permitted by law.
- Investigation of the Property. In addition to the foregoing, the Buyer shall (b) have the right, at its sole cost and expense, to engage its own environmental consultant (the "Environmental Consultant") to make such investigations as Buyer deems necessary or appropriate (subject to Seller's consent as necessary). Buyer shall bear all costs, if any, associated with restoring the Property to substantially the same condition prior to its testing by or on behalf of Buyer if requested to so do by Seller but excluding any latent defects or Hazardous Materials (as defined below) discovered by Buyer during its investigation of the Property. Buyer agrees to indemnify, protect, defend (with counsel satisfactory to Seller) and hold Seller and the Property free and harmless from and against all costs, claims, losses, liabilities, damages, judgments, actions, demands, attorneys' fees or mechanic's liens arising out of or resulting from any entry or activities on the Property by Buyer, Buyer's agents, contractors or subcontractors and the contractors and subcontractors of such agents, but in no event shall the indemnity of this Paragraph include the discovery of pre-existing conditions by Buyer or any such liabilities, costs, etc. arising from the negligence or willful misconduct of Seller and/or its contractors or consultants. The indemnity obligations of Buyer set forth herein shall survive any termination of this Agreement or the Close of Escrow. If for any reason whatsoever Buyer determines that the Property or any aspect thereof is unsuitable for Buyer's acquisition. Buyer shall have the right to terminate this Agreement by giving written notice thereof to Seller (the "Termination Notice") on or before the expiration of the Due Diligence Period, and if Buyer gives such notice of termination within the Due Diligence Period, this Agreement shall terminate. If this Agreement is terminated pursuant to the foregoing provisions

of this paragraph, then neither party shall have any further rights or obligations hereunder (except for any indemnity obligations of either party pursuant to the other provisions of this Agreement), the Deposit shall be returned to Buyer and each party shall bear its own costs incurred hereunder. If, prior to the expiration of the Due Diligence Period, Buyer determines, acting in its sole and absolute discretion, that the Property is acceptable, Buyer shall deliver a written notice to Seller confirming its approval of all matters relating to the Property and Buyer's election to proceed with the Closing (the "Approval Notice"). Upon delivery of the Approval Notice, the Deposit shall be nonrefundable to Buyer, except as otherwise provided herein, but the Deposit shall be applicable to the Purchase Price. If Buyer fails to deliver to Seller a Termination Notice or Approval Notice prior to the expiration of the Due Diligence Period, Buyer shall be deemed to have delivered a Termination Notice.

(c) Hazardous Materials Defined; Seller Representations and Warranties.

1. Hazardous Material Definition.

"Hazardous Materials" means any substance, material, or waste which is or becomes regulated by any local governmental authority, the County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903) or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §6901 et seq.

- 2. <u>Seller Representation and Warranties</u>. Seller represents and warrants to Buyer that, to Seller's actual knowledge, Seller has not used the Property or any portion thereof for the production, disposal or storage of any Hazardous Materials, and Seller has no actual knowledge of any current proceeding or inquiry by a governmental authority with respect to the presence of any such Hazardous Materials on the Property or the movement from or to adjoining properties during Seller's period of ownership. To Seller's actual knowledge, there is no asbestos in the building.
- (d) <u>Title Review</u>. Within five (5) business days after the Effective Date, Title Company shall deliver to Buyer a preliminary title report (the "Report") describing the title to the Property, together with copies of the easements and the exceptions (the "Exceptions") set forth in the Report. Within thirty (30) days following the Effective Date (the "Title Inspection Period"),

Buyer shall notify Seller in writing (the "Title Notice"), in Buyer's sole discretion, any matters of title not approved by Buyer disclosed by the following (collectively, the "Title Documents"): (i) the Report; (ii) the Exceptions; (iii) the legal description of the Property and (iv) any survey Buyer desires to obtain at Buyer's sole cost and expense. If Buyer fails to deliver the Title Notice prior to the expiration of the Title Inspection Period, Buyer shall be conclusively deemed to have disapproved the condition of title to the Property. If Buyer notifies Seller in the Title Notice that Buyer objects to any exceptions to title, Seller shall have seven (7) days after receipt of the Title Notice to notify Buyer (a) that Seller will remove such objectionable exceptions from title on or before the Closing; or (b) that Seller elects not to cause such exceptions to be removed. If Seller shall fail to notify Buyer of its election within said period, Seller shall be deemed to have elected to not cause such exceptions to be removed. If Seller gives Buyer notice under clause (b) above, or is deemed to have elected to not cause such exceptions to be removed, Buyer shall have until the expiration of the Due Diligence Period in which to notify Seller that Buyer will nevertheless proceed with the purchase and take title to the Property subject to such exceptions, or that Buyer will terminate this Agreement. If Buyer shall fail to notify Seller of its election prior to the expiration of the Due Diligence Period, Buyer shall be deemed to have elected to terminate this Agreement. If this Agreement is terminated pursuant to the foregoing provisions of this paragraph, then neither party shall have any further rights or obligations hereunder (except for any indemnity obligations of either party pursuant to the other provisions of this Agreement), the Deposit shall be returned to Buyer and each party shall bear its own costs incurred hereunder. Buyer shall have the same rights to approve or disapprove any exceptions to title that are not created by Buyer and that come into existence after issuance of the Report but prior to Closing. Seller shall, on or before the Closing, remove all deeds of trust, mortgages and delinquent taxes (but not the lien for any real property taxes or assessments not yet delinquent).

5. <u>Buyer Access to Property</u>. Buyer has been granted access to the Property for the term of this Agreement in accordance with the certain "Right of Entry Agreement" entered into by the parties on July 11, 2023.

6. Buyer's Conditions Precedent and Termination Right.

- (a) <u>Conditions Precedent</u>. The Closing and Buyer's obligation to consummate the purchase of the Property under this Agreement are subject to the timely satisfaction or written waiver of the following conditions precedent (collectively, "Buyer's Conditions Precedent to Closing"), which are for Buyer's benefit only.
- shall, upon payment by Seller of the Title Company's premium, have agreed to issue to Buyer, a standard ALTA owner's policy of title insurance insuring only as to matters of record title ("Standard Buyer's Title Policy") in the amount of the Purchase Price showing fee title to the Property vested solely in Buyer and subject only to the (i) the standard, preprinted exceptions to Buyer's Title Policy; (ii) liens to secure payment of real estate taxes or assessments not yet delinquent; (iii) matters affecting the Property created by or with the written consent of Buyer; and (iv) those matters specifically approved in writing by Buyer or not objected to in accordance with Paragraph 4(d) hereof. Buyer shall have the right, at its sole cost and expense, to obtain coverage beyond that offered by a Standard Buyer's Title Policy (such as an owner's extended coverage ALTA policy or coverage for a greater amount); provided, however, that Buyer's ability to obtain such extended coverage shall not be a Buyer's Contingency and Buyer's obligations hereunder shall in no way be conditioned or contingent upon obtaining such extended coverage. Buyer shall have

sole responsibility for obtaining, and bearing the cost of, any endorsements and for any survey or other matters required by the Title Company for such extended coverage.

- (ii) <u>Delivery of Documents</u>. Seller's delivery of all documents described in Paragraph 8, below.
- (iii) <u>Representations and Warranties</u>. All representations and warranties of Seller contained in this Agreement shall be materially true and correct as of the date made and as of the Closing.
- (iv) <u>Title Company Confirmation</u>. The Title Company shall have confirmed that it is prepared to issue the Buyer's Title Policy consistent with the provisions of this Agreement.
- (v) <u>No Judicial Prohibition</u>. As of the Closing, no order of any court of competent jurisdiction shall be in effect which precludes the consummation of the sale of the Property by Seller to Buyer under this Agreement.
- (vi) <u>No Default</u>. As of the Closing, Seller shall not be in default in the performance of any material covenant or agreement to be performed by Seller under this Agreement.
- (vii) <u>Estoppel Certificates</u>. Buyer shall have received the Required Estoppel Certificates, subject to and in accordance with the provisions of Paragraph 6(d) below.
- (b) <u>Termination Right</u>. Provided Buyer is not in default of this Agreement, if any of Buyer's Conditions Precedent to Closing are not met prior to Closing, and Buyer so informs Seller, Buyer may, by written notice to Seller, terminate this Agreement (the "Closing Condition Notice").

If this Agreement is so terminated, the Deposit shall be returned to Buyer and neither party shall have any rights or liabilities to the other. Any escrow, title or other cancellation fees shall be paid be shared equally by the Parties.

(c) <u>Seller's Cure Right</u>. Buyer shall notify Seller, in Buyer's Closing Condition Notice, that the proposed termination is a result of a failure of Buyer's Conditions Precedent to Closing. Seller shall then have the right, but not the obligation, to cure such matters that are the basis of the failure of Buyer's Conditions Precedent to Closing within five (5) business days after Seller's receipt of the Closing Condition Notice. Buyer may accept or reject, acting in its sole and absolute discretion, Seller's offer to cure. In the event of termination as a result of a failure of Buyer's Conditions Precedent, the Deposit shall be returned to Buyer and the Seller shall bear the costs of cancelling escrow; provided, however, that Buyer's termination rights shall be in addition to and subject to Buyer's remedies in Paragraph 15(f)(ii).

(b) Estoppel Certificates.

(i) Seller shall deliver estoppel certificates to all Tenants in the form attached hereto as Exhibit G (unless a specific form is required under a Lease), and, thereafter, use commercially reasonable efforts to obtain, prior to the Closing, executed Tenant estoppel certificates from all Tenants in direct leases with Seller (the "Tenant Estoppel Certificates"). Notwithstanding

anything to the contrary contained in this Agreement, in no event shall Seller be in default hereunder for its failure to obtain all or any of the Tenant Estoppel Certificates, provided, however, that it shall be a condition precedent to Buyer's obligation to purchase the Property (which may be waived by Buyer) that prior to the Closing, Seller deliver to Buyer executed Tenant Estoppel Certificates from Tenants representing 95% or more of the leased area of the Property as of the Effective Date ("Required Estoppel Certificates"). Notwithstanding the foregoing to the contrary, if the Required Estoppel Certificates cannot be timely delivered, at Seller's election, the Closing shall be extended for a period not to exceed thirty (30) days, to (i) obtain the Required Estoppel Certificates or (ii) permit Seller, if Seller so elects, to deliver Seller's estoppels (each a "Seller's Estoppel" and collectively "Seller's Estoppels") in lieu of any Required Estoppel Certificates which are not delivered, or as a supplement thereto if such estoppels do not cover all of the required matters, in the same form attached hereto as Exhibit G (but with references to Tenant changed to Seller, as the context requires, and subject to the other provisions of this Paragraph 6(d) applicable to Seller's Estoppels), which Seller's Estoppels shall be deemed to comply with this Paragraph 6(d) and shall satisfy the contingency with respect to such Required Estoppel Certificates.

- (ii) If the Closing is extended past the Closing Date to allow Seller to deliver any Required Estoppel Certificates to Buyer pursuant to this Paragraph 6(d), the Closing shall occur no later than two (2) business days after Seller delivers the Required Estoppel Certificates, including any Seller's Estoppels, and provides written notice to Buyer of satisfaction of the estoppel requirement. Any Seller's Estoppel provided by Seller shall only survive the Closing for the Survival Period, shall be made to Seller's knowledge (as defined herein), and shall be subject to Paragraph 13(c). Seller shall be entirely released from liability under a Seller's Estoppel upon delivery to Buyer of an Estoppel Certificate from the corresponding Tenant to the extent such replacement Estoppel Certificate is in a form which complies with this Paragraph 6(d).
- (iii) If Seller does not or cannot deliver the Required Estoppel Certificates, Buyer's sole remedy shall be to terminate this Agreement and receive the return of the Deposit or to close notwithstanding the lack of the Estoppel Certificates without any reduction of the Purchase Price and without any liability of Seller relative thereto. In the event any Estoppel Certificate shall claim a material default by Seller under a Lease (such material default hereinafter being referred to as an "Estoppel Default"), then Seller may, but shall not be obligated to, elect to cure any such Estoppel Default to Buyer's satisfaction and shall, for that purpose, be entitled to extend the Closing for a period not to exceed thirty (30) days, provided, however, that in the event Seller elects not to cure such Estoppel Default or is unable to cure such Estoppel Default within such period of time, Buyer's sole remedy shall be to terminate this Agreement and receive the return of the Deposit.

Notwithstanding anything contained herein to the contrary, Buyer may only object to an Estoppel Certificate if such Estoppel Certificate either (i) discloses an Estoppel Default, or (ii) materially and adversely varies from the form of estoppel required under this Paragraph 6(d) ("Permitted Objections"). Buyer shall notify Seller within five (5) business days following Buyer's receipt of the applicable executed Estoppel Certificate of any Permitted Objections. Buyer's failure to timely respond to Seller in accordance with the preceding sentence shall be deemed its approval of the applicable Estoppel Certificate.

2. <u>Seller's Conditions Precedent and Termination Right</u>. The Closing and Seller's obligations with respect to the transaction contemplated by this Agreement are subject to the timely

satisfaction or written waiver of the following condition precedent ("Seller's Conditions Precedent to Closing"), which are for Seller's benefit only (and may be enforced or waived by Seller):

- (d) <u>Execution and Delivery of Quitclaim</u>. If required by the Title Company as a condition to issue Buyer's Title Policy, as of Closing, Buyer shall cause to be executed and delivered to Escrow a quitclaim by a spouse of Buyer (if any).
- (e) <u>No Judicial Prohibition</u>. As of the Closing, no order of any court of competent jurisdiction shall be in effect which precludes the consummation of the sale of the Property by Seller to Buyer under this Agreement.
- (f) <u>Delivery of Documents</u>. Buyer's delivery of all documents described in Paragraph 9(a), below.
- (g) <u>Representations and Warranties</u>. All representations and warranties of Buyer contained in this Agreement shall be materially true and correct as of the date made and as of the Closing.
- (h) <u>No Default</u>. As of the Closing, Buyer shall not be in default in the performance of any material covenant or agreement to be performed by Buyer under this Agreement.

Should any of Seller's Conditions Precedent to Closing not be met by Closing, Seller may, by written notice to Buyer, terminate this Agreement and such termination rights shall be in addition to and subject to Seller's remedies as set forth in Paragraph 15(f)(i). If this Agreement is so terminated, then (except to the extent expressly allocated to one party hereto by this Agreement) any escrow, title or other cancellation fees shall be paid by Buyer.

7. Seller's Deliveries to Escrow Holder.

- (a) <u>Seller's Delivered Documents</u>. At least one (1) business day prior to the Closing Date, Seller shall deposit or cause to be deposited with Escrow Holder the following items, duly executed and, where appropriate, acknowledged ("Seller's Delivered Items"):
 - (i) Deed. The Deed.
- (ii) <u>Bill of Sale</u>. A copy of the bill of sale in the form attached hereto as Exhibit E (the "Bill of Sale").
- (iii) <u>Assignment of Leases and Contracts</u>. A copy of the assignment of Leases and Contracts in the form attached hereto as Exhibit F (the "Assignment of Leases and Contracts").
- (iv) <u>FIRPTA/Tax Exemption Forms</u>. The Transferor's Certification of NonForeign Status in the form attached hereto as Exhibit C (the "FIRPTA Certificate"), together with any necessary tax withholding forms, and a duly executed California Form 593-C, as applicable (the "California Exemption Certificate").

- (v) <u>Authority</u>. Such evidence of Seller's authority and authorization to enter into this Agreement and to consummate this transaction as may be reasonably requested by Buyer and the Title Company which are consistent with the terms of this Agreement.
- (i) <u>Further Documents or Items</u>. Any other documents or items reasonably required to close the transaction contemplated by this Agreement as determined by the Title Company which are consistent with the terms of this Agreement.
- **8.** Buyer's Deliveries to Escrow. At least one (1) business day prior to the Closing Date, Buyer shall deposit or cause to be deposited with Escrow Holder the following, each duly executed and acknowledged, by Buyer as appropriate ("Buyer's Delivered Items"):
- (a) <u>Purchase Price</u>. The Purchase Price less the Deposit. In the event Seller does not qualify for an exemption from California withholding tax under Section 18662 of the California Revenue and Taxation Code, as evidenced by the delivery at Closing of the California Exemption Certificate duly executed by Seller, Title Company shall withhold three and one-third percent (3-1/3%) of the Purchase Price on behalf of Buyer for payment to the California Franchise Tax Board in accordance with Paragraph 11(b) hereof. In the event Seller is not exempt from such withholding or does not otherwise deliver the California Exemption Certificate at Closing, Buyer shall execute and deliver three (3) originals of California Form 593 to Title Company at or immediately after Closing.
- (b) <u>Change of Ownership Report</u>. One (1) original Preliminary Change of Ownership Report.
- (c) <u>Assignment of Leases and Contracts</u>. A copy of the Assignment of Leases and Contracts.
- (d) <u>Final Escrow Instructions</u>. Buyer's final written escrow instructions to close escrow in accordance with the terms of this Agreement.
- (e) <u>Authority</u>. Such proof of Buyer's authority and authorization to enter into this Agreement and to consummate the transaction contemplated hereby as may be reasonably requested by Seller or the Title Company.
- (f) <u>Further Documents or Items</u>. Any other documents or items reasonably required to close the transaction contemplated by this Agreement as determined by the Title Company.

9. Costs and Expenses.

(a) <u>Seller's Costs</u>. If the transaction contemplated by this Agreement is consummated, then Seller shall be debited for and bear the following costs: (i) costs and charges associated with the removal of encumbrances that Seller is obligated to remove pursuant to the terms of this Agreement; (ii) Seller's share of prorations; (iii) the premium for a Standard Buyer's Title Policy with coverage in the amount of the Purchase Price; (iv) one half of the Escrow Holder's fee; (v) documentary transfer tax, if any, to the extent computed based upon the Purchase Price; and (vi) costs, if any, allocable to Seller under this Agreement and costs for such services as Seller may

additionally request that Escrow perform on its behalf (which foregoing items collectively constitute "Seller's Costs and Debited Amounts").

- (b) <u>Buyer's Costs</u>. If the transaction contemplated by this Agreement is consummated, then Buyer shall bear the following costs and expenses: (i) one half of the Escrow Holder's fee; (ii) Buyer's share of prorations, (iii) the premium for title insurance other than or in excess of a Standard Buyer's Title Policy based on the Purchase Price and any requested title endorsements; (iv) recording fees; and (v) any documentary transfer taxes that are payable based upon the sale of the Property to Buyer which are not paid by Seller under subparagraph (a) of this Paragraph 10; (collectively, "Buyer's Costs and Debited Amounts").
- (c) <u>Generally</u>. Each party shall bear the costs of its own attorneys, consultants, and real estate brokers in connection with the negotiation and preparation of this Agreement and the consummation of the transaction contemplated hereby. Escrow Holder shall disburse those amounts for matters referenced in Paragraph 2 as directed in writing by Seller.

10. Prorations; Withholding.

<u>Preparation of Prorations</u>. Before Closing, Seller shall deliver to Buyer an unaudited statement for the Property (the "Preliminary Proration Statement") showing prorations for the items set forth below, calculated as of 11:59 p.m. on the day preceding the Closing. Buyer and Seller shall agree upon any adjustments to be made to the Preliminary Proration Statement before the Closing, and at the Closing, Buyer or Seller, as applicable, shall receive a credit equal to the net amount due Buyer or Seller, as applicable, pursuant to the Preliminary Proration Statement as finally agreed upon by Buyer and Seller. The items to be covered by the Preliminary Proration Statement are as follows: (i) rents, and charges for the cost of, or for increases (above a base amount) in the cost of, real estate taxes, operating expenses, maintenance, or other charges of a similar nature, if any, and any additional charges, and expenses payable under all Leases (collectively, "Additional Rents"), to the extent collected before Closing, provided that if any of the foregoing are not finally adjusted between Seller and any Tenants until after the preparation of the Preliminary Proration Statement, then proration of such items shall be subject to adjustment pursuant to Paragraphs 11.1(f), 11.1(g), and 11.1(h) below; (ii) non-delinquent real property taxes and assessments except to the extent reimbursable by the Tenants under the Leases (based upon the maximum discount rate available, if applicable); provided that if the real property tax assessment for the fiscal year in which the Closing occurs has not been issued as of the Closing, real property taxes shall be prorated based on the most recent assessed value of the Property, multiplied by the current tax rate, and such tax proration shall be subject to adjustment pursuant to Paragraph 11.1(d) below; (iii) water, sewer and utility charges not payable by tenants to the extent such utilities will not be terminated and the meters for such utilities are read immediately prior to Closing; (iv) Seller shall be credited at Closing for all leasing commissions, landlord's work and tenant improvement allowances ("Leasing Costs") incurred by Seller in connection with Leases entered into after the Effective Date; (v) amounts payable under all maintenance contracts assumed by Buyer; and (vi) any other expenses normal to the operation and maintenance of the Property. Any revenue or expense amount which cannot be ascertained with certainty as of Closing shall be prorated on the basis of the parties' reasonable estimates of such amount. Except as provided in this Paragraph 11, all prorations pursuant to the Preliminary Proration Statement shall be final and binding and shall not be subject to adjustment after Closing.

- (b) Principles of Prorations; Collections and Payments. Subject to the prorations to be made pursuant to this Paragraph, after the Closing Buyer shall collect all revenues and pay all expenses with respect to the Property, even if such revenues and expenses relate to periods before the Closing; provided however, if any Tenant sends payments to Seller after the Closing, Seller shall promptly endorse and deliver such payments to Buyer and Buyer shall deposit such payments to its bank account, and promptly after such payment has cleared, pay to Seller any portion of such payment to which Seller is entitled under the provisions of this Paragraph. Buyer shall use reasonable efforts consistent with prudent business practices to collect rents or other amounts payable under the Leases that were delinquent as of the Closing or that relate to a period prior to the Closing. Any rent or other payment collected after the Closing from any Tenant which owed a payment that was delinquent as of the Closing or that relates to any period prior to the Closing shall be applied (i) first, to the Tenant's unpaid monetary obligations which were less than 30 days delinquent at Closing, (ii) second, to the Tenant's unpaid monetary obligations which relate to any periods from the Closing through the end of the month in which such payment is made, and (iii) third, to the Tenant's unpaid monetary obligations which were at least 30 days delinquent at Closing or which otherwise relate to any periods prior to the Closing (for example, rent which relates to any period prior to the Closing which Seller has allowed the Tenant to defer until after Closing); and any remaining amount of such payment shall be retained by Buyer for application against such party's future obligations. Notwithstanding anything contained in this Agreement to the contrary, after the Closing Seller shall retain the right to bring or continue actions or proceedings against Tenants to collect any delinquencies to which Seller is entitled to receive, and to retain any sums collected in connection therewith, except that Seller shall have no right to terminate any Leases or evict any Tenants. Buyer shall have no obligation to bring or continue actions or proceedings again Tenants, to collect delinquencies with respect to period prior to Closing. In addition, in calculating the prorations pursuant to this Paragraph, Seller shall receive a credit in the amount of any utility, municipality or other deposits relating to the Property made by Seller and which are assigned to Buyer at the Closing. Seller shall be entitled to a refund of any deposits not assigned to Buyer.
- (c) <u>Security Deposits</u>. At the Closing, Seller shall assign and deliver to Buyer through a credit at Closing all security deposits actually received by Seller pursuant to the Leases, less any portions thereof applied or refunded in accordance with the Leases.
- Post-Closing Adjustments for Real Estate Taxes. Notwithstanding anything to the contrary contained in this Paragraph, (i) if the amount of the real property taxes and assessments payable with respect to the Property for any period before Closing is determined to be more than the amount of such real property taxes and assessments that is prorated herein (in the case of the current year) or that was paid by Seller (in the case of any prior year), due to a reassessment of the value of the Property or otherwise, Seller and Buyer shall promptly adjust the proration of such real property taxes and assessments after the determination of such amounts, and Seller shall pay to Buyer any increase in the amount of such real property taxes and assessments applicable to any period before Closing; provided, however, that Seller shall not be required to pay to Buyer any portion of such increase that is payable by Tenants; and (ii) if the amount of the real property taxes and assessments payable with respect to the Property for any period before Closing is determined to be less than the amount of such real property taxes and assessments that is prorated herein (in the case of the current year) or that was paid by Seller (in the case of any prior year), due to an appeal of the taxes by Seller, a reassessment of the value of the Property or otherwise, Seller and Buyer shall promptly adjust the proration of such real property taxes and assessments after the determination of such amounts, and (1) Buyer shall pay to Seller any refund received by Buyer representing such a decrease in the amount of such real property taxes and assessments applicable to any period before

Closing; provided, however, the Buyer shall not be required to pay to Seller any portion of such refund which is payable to Tenants; and (2) Seller shall be entitled to retain any refund received by Seller representing such a decrease in the amount of such real property taxes and assessments applicable to any period before Closing; provided, however, that Seller shall pay to Buyer that portion of any such refund that is payable to Tenants. Seller shall have the right to control all tax appeals for all tax periods during which Seller owned the Property. Any refund due to any such appeal shall be applied first to reimburse Seller for the actual cost and expense of the appeal before either party is entitled to its share of such refund. Each party shall give notice to the other party of any adjustment of the amount of the real property taxes and assessments payable with respect to the Property for any period before Closing within thirty (30) days after receiving notice of any such adjustment.

- (e) Other Post-Closing Adjustments. Except as otherwise provided in this Paragraph 11.1, any revenue or expense amount which (i) cannot be ascertained with certainty as of Closing, or (ii) was not accounted for in the agreed upon Preliminary Proration Statement delivered at Closing, shall be the subject of a final proration within ninety (90) days after Closing. If either party becomes aware of any items which require reproration following Closing, such party shall notify the other within such ninety (90) day period. Buyer and Seller will reasonably cooperate with each other in providing access to information and materials required to determine whether any reprorations are necessary, and if so, the amount of such reprorations. Upon Seller's written request, Buyer hereby agrees to provide copies of all relevant back-up or supporting documentation reasonably required to corroborate the reprorations, including, without limitation, copies of invoices, evidence of payment, and final bills.
- Certain Delayed Prorations. If any Tenants are required to pay Additional Rents, then, with respect to those Additional Rents for the fiscal year in which the Closing occurs ("Closing Year") which are not finally adjusted until after the preparation of the Preliminary Proration Statement pursuant to this Paragraph, Buyer shall submit to Seller, no later than ninety (90) days after the end of the Closing Year, an unaudited statement for the Property (a "Supplemental Proration Statement") covering any such Additional Rents or any other items which have been finally adjusted between Buyer and the applicable party for the Closing Year, containing a calculation of the prorations of such Additional Rents and such other items, prepared based on the principles set forth in this Paragraph, provided that in making such adjustment, the proration shall be made in proportion to the relative amounts of Additional Rents due Buyer and Seller based on the amounts of the charges incurred by each of them during their respective periods of ownership that are payable by the Tenants as Additional Rents under their respective Leases, and the parties shall exclude any Additional Rents arising from increased real property taxes for the Property to the extent such increase results from Buyer's purchase of the Property. In order to enable Buyer to make any year-end reconciliations of Additional Rents, within ninety (90) days after the Closing, Seller shall deliver to Buyer a final statement of (i) all operating expenses for the Property which are actually paid by Seller and permitted to be passed through to Tenants, as applicable, with respect to the applicable portion of the Closing Year occurring prior to the Closing ("Seller's Closing Year Actual Operating Expenses"), and (ii) all estimated payments of Additional Rents received by Seller with respect to the portion of the Closing Year occurring prior to the Closing. For a period of sixty (60) days following the delivery of such final statement to Buyer, Seller will make available to Buyer for inspection and copying at Buyer's expense, during regular business hours at Seller's office and with reasonable advance notice to Seller, all underlying financial records, work papers and other books and records of Seller pertaining to the preparation of Seller's Closing Year Actual Operating Expenses. If Additional Rents for the fiscal year prior to the Closing Year have not been

finally adjusted between Seller and a Tenant, as applicable, as of the Closing, Seller shall retain all rights and obligations with respect to the adjustment thereof directly with the applicable party following the Closing, subject to the provisions of Paragraph 11.1(b) above. Without limiting the generality of the foregoing, but subject to the provisions of Paragraph 11.1(b) above, Seller shall retain all rights to bill and collect any additional amounts owing with respect to Additional Rents for the fiscal year prior to the Closing Year, and shall remain obligated to pay any refund owing to any party for overpayment of Additional Rents for the fiscal year prior to the Closing Year.

- (g) Audit Rights for Supplemental Proration Statements. Buyer will make available to Seller for inspection and copying at Seller's expense, during regular business hours at Buyer's office and with reasonable advance notice to Buyer, all underlying financial records, work papers and other books and records of Buyer pertaining to the preparation of the Supplemental Proration Statement. Seller shall give written notice to Buyer of any disagreement with the prorations contained therein within sixty (60) days following Seller's receipt of such Supplemental Proration Statement, specifying in reasonable detail the nature and extent of such disagreement. If Buyer and Seller are unable to resolve any disagreement with respect to any Supplemental Proration Statement within ten (10) business days following receipt by Buyer of the notice referred to above, either party may pursue any remedy available for the resolution of such dispute.
- (h) Payments for Adjustments. Any net credit due Seller or Buyer, as the case may be, shall be paid to Seller or Buyer, as the case may be, within seventy-five (75) days after the delivery of the Supplemental Proration Statement to Seller, unless Seller notifies Buyer of a disagreement with respect to such statement as provided in Paragraph 11.1(g) above, in which case such payment (less a hold back sufficient to cover the amount of the disagreement) shall be made within fifteen (15) days after Seller notifies Buyer of such disagreement, and any further payment due after such disagreement is resolved shall be paid within fifteen (15) days after the resolution of such disagreement.
- (i) <u>Survival</u>. The obligations of Seller and Buyer under Paragraphs 11.1(b), 11.1(d), 11.1(e), 11.1(f), 11.1(g), and 11.1(h) shall survive the Closing.
- (j) In the event Seller does not qualify for an exemption from California withholding tax under Section 18662 of the California Revenue and Taxation Code (the "Tax Code") as evidenced by the delivery to Buyer at Closing of the California Exemption Certificate duly executed by Seller, (i) Title Company shall withhold three and one-third percent (3-1/3%) of the Purchase Price on behalf of Buyer at Closing for payment to the California Franchise Tax Board in accordance with the Tax Code, (ii) Buyer shall deliver three (3) duly executed copies of California Form 593 to Title Company at or immediately after Closing, (iii) two (2) copies of California Form 593 shall be delivered by Title Company to Seller, and (iv) on or before the 20th day of the month following the month title to the Property is transferred to Buyer (as evidenced by the recording of the Grant Deed), Title Company shall remit such funds withheld from the Purchase Price, together with one (1) copy of California Form 593 to the California Franchise Tax Board on behalf of Buyer. Buyer and Seller hereby appoint Title Company as a reporting entity under the Tax Code, authorized to withhold and remit the withholding tax contemplated under the Tax Code, together with such other documents required by the Tax Code (including, without limitation, California Form 593), to the California Franchise Tax Board.
- 11. <u>Closing Procedure</u>. At the Closing, Escrow Holder shall immediately close Escrow in the manner and order provided below.

- (a) <u>Recording</u>. Escrow Holder shall cause the Deed to be recorded pursuant to applicable law in the county in which the Property is located and obtain conformed copies thereof for distribution to Buyer and Seller.
- (b) <u>Disburse Funds</u>. Escrow Holder shall debit or credit (as provided herein) all Buyer's Costs and Debited Amounts, Seller's Costs and Debited Amounts, prorate matters and withhold funds as provided herein. The Purchase Price, less any applicable debits or credits (which have been confirmed in writing by Seller to Escrow Holder) shall be distributed as instructed in writing signed by Seller.
- (c) <u>Documents to Seller</u>. Escrow Holder shall deliver to Seller conformed copies of the Deed, and documents, if any, recorded on behalf of any lender, as duly recorded among the official land records of the County of Orange, and a copy of each other document (or copies thereof) deposited into Escrow by Buyer pursuant hereto.
- (d) <u>Documents to Buyer</u>. Escrow Holder shall deliver to Buyer the original FIRPTA Certificate, the original California Exemption Certificate (as applicable), and a conformed copy of each of the Deed as duly recorded among the official land records of the County of Orange, and each other document (or copies thereof) deposited into Escrow by Seller pursuant hereto, including, without limitation, those documents referenced in Paragraph 8.
- (e) <u>Title Company</u>. Escrow Holder shall cause the Title Company to issue the Buyer's Title Policy to Buyer.
- (f) <u>Closing Statement</u>. Escrow Holder shall forward to both Buyer and Seller a separate accounting of all funds received and disbursed for each party.
- (g) <u>Informational Reports</u>. Escrow Holder shall file any information reports required by Internal Revenue Code Section 6045(e), as amended.
- (h) <u>Possession</u>. Possession of the Property shall be delivered to Buyer at the Closing.

12. Representations and Warranties.

- (a) <u>Seller's Representations and Warranties</u>. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Property, Seller makes the following representations and warranties as of the Effective Date and as of the Closing, each of which is material and is being relied upon by Buyer (and the truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder), and all of which are material inducements to Buyer to enter into this Agreement (and but for which Buyer would not have entered into this Agreement):
- (i) Seller's has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated.
- (ii) All requisite action (corporate, trust, partnership or otherwise) has been taken by Seller in connection with entering into this Agreement and the instruments referenced herein; and, by the Closing, all such necessary action will have been taken to authorize the consummation of the transaction contemplated hereby.

- (iii) The individual executing this Agreement and the instruments referenced herein on behalf of Seller has the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.
- (iv) Neither the execution or delivery of this Agreement or the documents or instruments referenced herein, nor incurring the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement or the documents or instruments referenced herein or therein materially conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, or lease which Seller is a party and that affect the Property.
- (v) Seller has made no written or oral commitments to or agreements with any governmental authority or agency (other than with Buyer regarding the improvements, including any parking lot upgrades) materially and adversely affecting the Property, or any part hereof, or any interest therein, which will survive the Closing.
- (vi) There are no leases or rental agreements in effect as to the Property within the actual knowledge of Seller other than the Leases.
- (vii) Seller has not received written notice of a default of its obligations under any contract, agreement or instrument to which Seller is a party pertaining to the Property.
- (viii) There are no mechanics', materialmen's or similar claims or liens presently claimed or which will be claimed against the Property for work performed or commenced for Seller or on Seller's behalf prior to the date of this Agreement.
- (ix) Other than the Service Contracts, there are no undisclosed contracts, licenses, commitments, undertakings or other written or oral agreements for services, supplies or materials concerning the use, operation, maintenance, or management of the Property that will be binding upon Buyer or the Property after the Closing.
- (x) There are not, as of the Effective Date, nor will there be as of the Closing, any written or oral contractual right to purchase or otherwise enjoy possession of the Property as of the Closing, other than the Leases and this Agreement.
- (xi) No person, excepting Seller and tenants under the Leases, has possession or any rights to possession of the Property or portion thereof.
- (b) <u>Subsequent Changes to Seller's Representations and Warranties.</u> If, prior to the Closing, Buyer or Seller should learn, discover or become aware of any existing or new item, fact or circumstance which renders a representation or warranty of Seller set forth herein incorrect or untrue in any respect (collectively, the "Seller Representation Matter"), then the party who has learned, discovered or become aware of such Representation Matter shall promptly give written notice thereof to the other party and Seller's representations and warranties shall be automatically limited to account for the Representation Matter. Buyer shall have the right to approve or disapprove any such change and to terminate this Agreement by written notice to Seller if Buyer reasonably disapproves any such change. If Buyer does not elect to terminate this Agreement,

Seller's representation shall be qualified by such Seller Representation Matter and Seller shall have no obligation to Buyer for such Seller Representation Matter.

- Survival of Seller's Representations. References to the "knowledge" of Seller shall refer only to the current actual knowledge (not imputed or constructive knowledge) of the Designated Seller Representative and shall not be construed to refer to the knowledge of Seller or any affiliate of Seller or to any other officer, agent, manager, representative or employee of Seller or any affiliate thereof, or to impose or have imposed upon the Designated Seller Representative any duty to investigate the matters to which such knowledge, or the absence thereof, pertains. There shall be no personal liability on the part of the Designated Seller Representative. As used herein, the term "Designated Seller Representative" shall refer to Jennifer Tseng. Seller represents that Jennifer Tseng is the most knowledgeable party directly affiliated with the Seller with respect to the operations of the Property. The representations and warranties of Seller set forth in Paragraph 4(c)(2) and Paragraph 13(a) shall survive Closing for a period of six (6) months (the "Survival Period"). No claim for a breach of any representation or warranty of Seller shall be actionable or payable if the breach in question results from or is based on a condition, state of facts or other matter which was known to Buyer prior to Closing. Seller shall have no liability to Buyer for a breach of any representation or warranty or for breach of any covenant (a) unless the valid claims for all such breaches collectively aggregate more than Fifty Thousand Dollars (\$50,000.00), and (b) unless an action has been commenced by Buyer against Seller with respect to such breach prior to the expiration of the Survival Period. The aggregate liability of Seller for breach of any representation or warranty or any covenant shall not exceed the Cap. Buyer agrees to first seek recovery under any insurance policies or warranties, prior to seeking recovery from Seller, and Seller shall not be liable to Buyer if Buyer's claim is satisfied from such insurance policies or warranties. As used herein, the term "Cap" shall mean the total aggregate amount of Four Hundred Thousand Dollars (\$400,000.00).
- (d) <u>Buyer's Representations and Warranties</u>. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property, Buyer makes the following representations and warranties as of the date hereof and at and as of the Closing, each of which is material and is being relied upon by Seller (and the truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder), and all of which shall survive Closing:
- (i) Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.
- (ii) All requisite action has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein; and, by the Closing, all such necessary action will have been taken to authorize the consummation of the transaction contemplated hereby.
- (iii) The individuals executing this Agreement and the instruments referenced herein on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof.
- (iv) Neither the execution and delivery of this Agreement and the documents and instruments referenced herein, nor incurring the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this

Agreement and the documents and instruments referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreement or instrument to which Buyer is a party or by which any of Buyer's properties are bound.

- (e) <u>Subsequent Changes to Buyer's Representations and Warranties.</u> If, prior to the Closing, Seller or Buyer should learn, discover or become aware of any existing or new item, fact or circumstance which renders a representation or warranty of Buyer set forth herein incorrect or untrue in any respect (collectively, the "Buyer's Representation Matter"), then the party who has learned, discovered or become aware of such Buyer's Representation Matter shall promptly give written notice thereof to the other party and Buyer's representations and warranties shall be automatically limited to account for the Buyer's Representation Matter. Seller shall have the right to approve or disapprove any such change and to terminate this Agreement by written notice to Buyer if Seller reasonably disapproves any such change. If Seller does not elect to terminate this Agreement, Buyer's representation shall be qualified by such Buyer's Representation Matter and Buyer shall have no obligation to Seller for such Buyer's Representation Matter.
- "As-Is" Condition; Release of Seller. SUBJECT TO SELLER'S WARRANTIES IN PARAGRAPH 4(C)(2) AND PARAGRAPH 13(A), BUYER AGREES THAT THE PROPERTY IS PURCHASED BY BUYER ON AN "AS IS" BASIS WITHOUT WARRANTIES, REPRESENTATIONS OR GUARANTEES. **EXPRESS** OR IMPLIED. BUYER ACKNOWLEDGES THAT IT HAS FAMILIARIZED (OR WILL FAMILIARIZE) ITSELF WITH ALL ASPECTS OF THE PROPERTY, INCLUDING ALL IMPROVEMENTS ON THE PROPERTY AND THE USES PERMITTED BY THE APPLICABLE GOVERNING AGENCIES. SUBJECT TO ANY COVENANTS OF SELLER UNDER THIS AGREEMENT WHICH EXPRESSLY SURVIVE THE CLOSING, EFFECTIVE AS OF THE CLOSING, BUYER HEREBY WAIVES, RELEASES AND DISCHARGES THE SELLER PARTIES FROM ANY AND ALL SUITS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES OF WHATEVER KIND, KNOWN OR UNKNOWN, WHICH BUYER HAD, HAS OR MAY HAVE, ARISING OUT OF, DIRECTLY OR INDIRECTLY, OR IN ANY WAY CONNECTED WITH THE **PROPERTY ANY** OTHER **MATTERS RELATING** TO THE **PROPERTY** (COLLECTIVELY, "RELEASED CLAIMS"), INCLUDING, WITHOUT LIMITATION: (A) ANY CONDITION OF ENVIRONMENTAL CONTAMINATION OR POLLUTION AT THE PROPERTY, HOWEVER AND WHENEVER OCCURRING; (B) THE VIOLATION OF, OR NON-COMPLIANCE WITH, ANY APPLICABLE LAW NOW OR HEREAFTER IN EFFECT, HOWEVER OR WHENEVER OCCURRING; (C) THE CONDITION OF THE SOILS OR THE IMPROVEMENTS, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE DESIGN OR CONSTRUCTION OF ANY IMPROVEMENTS; AND (D) ANY MATTERS BASED ON SELLER'S ALLEGED SUPERIOR KNOWLEDGE OR FAILURE TO DISCLOSE. ADDITION, BUYER HEREBY WAIVES, RELEASES AND DISCHARGES THE SELLER PARTIES FROM ANY AND ALL PUNITIVE, CONSEQUENTIAL, INDIRECT OR OTHER SPECIAL DAMAGES. BUYER REPRESENTS, WARRANTS AND AGREES THAT: (1) IT UNDERSTANDS THAT IT IS RELEASING POTENTIALLY UNKNOWN CLAIMS; (2) SUCH RELEASES ARE FAIRLY AND KNOWINGLY MADE; (3) IT IS AWARE THAT IT HAS LIMITED KNOWLEDGE WITH RESPECT TO CERTAIN OF THE RELEASED CLAIMS; AND (4) IT SPECIFICALLY ALLOCATES THE RISK OF MISTAKE BY ANY PARTY IN INTERESTED INTO THIS AGREEMENT TO THE PARTY OR PARTIES WHO LATER

CLAIMS IT WAS MISTAKEN. BUYER FURTHER REPRESENTS AND WARRANTS TO SELLER THAT BUYER IS AN EXPERIENCED, SOPHISTICATED BUYER OF COMMERCIAL REAL ESTATE, WITH KNOWLEDGE AND EXPERIENCE SUFFICIENT TO ENABLE BUYER TO EVALUATE THE MERITS AND RISKS OF THE SALE, THAT BUYER IS REPRESENTED BY KNOWLEDGEABLE AND EXPERIENCED LEGAL COUNSEL OF BUYER'S OWN CHOOSING, AND THAT NEITHER SELLER NOR ITS AGENTS OR REPRESENTATIVES HAS MADE AND THAT BUYER HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY OF ANY KIND THAT IS NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH 14 SHALL SURVIVE THE CLOSING. THE FOREGOING RELEASE INCLUDES CLAIMS OF WHICH BUYER IS PRESENTLY UNAWARE OR WHICH BUYER DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY BUYER, WOULD MATERIALLY AFFECT BUYER'S RELEASE OF THE SELLER. IN CONNECTION WITH THIS RELEASE, BUYER SPECIFICALLY WAIVES THE PROVISION OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR EXPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN TO HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

This release by Buyer shall constitute a complete defense to any claim, cause of action, defense, contract, liability, indebtedness or obligation released pursuant to this release. Nothing in this release shall be construed as (or shall be admissible in any legal action or proceeding as) an admission by Seller or any other released party that any defense, indebtedness, obligation, liability, claim or cause of action exists which is within the scope of those hereby released.

Buyer's Initials Seller's Initials

14. General Provisions.

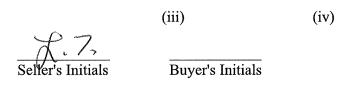
(a) Condemnation and Casualty. If any Material portion of the Property shall be (a) damaged or (b) taken or appropriated by a public or quasi-public authority exercising the power of eminent domain, Buyer shall have the right, at its option, to (i) terminate this Agreement or (ii) proceed with the purchase of the Property and Seller shall assign to Buyer all of Seller's right in and to any claims or all of the award or payment made in connection with such taking or casualty event. For purposes of this Paragraph 15(a), a "Material" portion of the Property refers to the following: (a) loss or damage to the Property hereof such that the cost of repairing or restoring the Property to substantially the same condition which existed prior to the event of damage would be, in the opinion of an architect selected by Seller and reasonably approved by Buyer, equal to or greater than One Million Dollars (\$1,000,000.00), and (b) any loss due to a condemnation which permanently and materially impairs the current use of the Property. In the event of loss or damage to, or condemnation of, the Property or any portion thereof which is not "Material" (as hereinafter defined), this Agreement shall remain in full force and effect.

- (b) Notices. All notices, demands, requests or other communications required or permitted hereunder (collectively, "Notices") shall be in writing, shall be addressed to the receiving party as provided in the Basic Terms paragraph above, and shall be personally delivered, sent by overnight mail (Federal Express or another carrier that provides receipts for all deliveries), sent by certified mail, postage prepaid, return receipt requested, or sent by e-mail. All Notices shall be effective upon receipt at the appropriate address. Notice of change of address shall be given by written notice in the manner detailed in this Paragraph. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice in accordance with this Paragraph was given shall be deemed to constitute receipt of such Notice. The providing of copies of Notices to the parties' respective counsels is for information only, is not required for valid Notice and does not alone constitute Notice hereunder.
- (c) <u>Brokers Commission</u>. Seller shall be responsible for a brokerage commission to Seller's and Buyer's brokers in the event a transaction is consummated. Buyer and Seller acknowledge that with respect to this transaction, CBRE, Inc. represents only Seller and John Yonai from Tierra West Advisors, Inc. represents only Buyer. On the close of Escrow through Escrow, Seller shall pay a brokerage commission per separate agreement to CBRE, Inc. and a brokerage commission of 2.0% to Tierra West Advisors, Inc.
- (d) Waiver, Consent and Remedies. Each provision of this Agreement to be performed by Buyer and Seller shall be deemed both a covenant and a condition and shall be a material consideration for Seller's and Buyer's performance hereunder, as appropriate, and any breach thereof by Buyer or Seller shall be deemed a material default hereunder. Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of a preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach or provision so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement.
- (e) <u>Cooperation</u>. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use all reasonable efforts to accomplish the Closing in accordance with the provisions hereof and, following Closing.

(f) Remedies.

(ii) <u>Seller's Liquidated Damages if Buyer Defaults.</u> BUYER AND SELLER AGREE THAT FOLLOWING A DEFAULT BY BUYER UNDER THIS AGREEMENT, IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX SELLER'S ACTUAL DAMAGES FOR, AMONG OTHER ITEMS, TAKING OR HAVING THE PROPERTY OFF THE MARKET, AND BUYER AND SELLER AGREE THAT THE AMOUNT OF THE DEPOSIT IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES RESULTING FROM BUYER'S DEFAULT. IN ADDITION, BUYER DESIRES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH BUYER MIGHT BE LIABLE SHOULD BUYER BREACH THIS AGREEMENT, AND SELLER DESIRES TO AVOID THE COSTS AND LENGTHY DELAYS THAT WOULD RESULT IF SELLER WERE REQUIRED TO FILE A LAWSUIT TO COLLECT ITS DAMAGES

FOR A BREACH OF THIS AGREEMENT. THEREFORE, IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO THE DEFAULT OF BUYER, THEN UPON THE WRITTEN DEMAND OF SELLER THIS AGREEMENT AND THE ESCROW SHALL BE TERMINATED AND IN SUCH EVENT, (A) ESCROW AGENT SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED SAME, (B) ALL TITLE AND ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO BUYER, AND (C) ESCROW AGENT SHALL PROMPTLY RELEASE THE DEPOSIT TO SELLER, WITHOUT THE REQUIREMENT OF NOTICE OR CONSENT FROM BUYER, AS LIQUIDATED DAMAGES FOR BUYER'S FAILURE TO COMPLETE THE PURCHASE OF SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF BUYER'S DEFAULT SHALL BE LIMITED TO THE RECEIPT OF THE DEPOSIT, AND SELLER HEREBY WAIVES ALL OTHER CLAIMS FOR DAMAGES OR RELIEF AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, ANY RIGHTS TO SPECIFIC PERFORMANCE THAT SELLER MAY HAVE); PROVIDED, HOWEVER, THAT THIS LIQUIDATED DAMAGES PROVISION SHALL NOT LIMIT SELLER'S RIGHT TO RETAIN THE INDEPENDENT CONSIDERATION AND/OR RECEIVE REIMBURSEMENT FOR OR RECOVER DAMAGES IN CONNECTION WITH BUYER'S INDEMNITY OF SELLER. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE LIOUIDATED SECTIONS 1671, 1676 AND 1677. THIS PARAGRAPH SHALL SURVIVE THE CLOSING OR THE EARLIER TERMINATION OF THIS AGREEMENT.



- (i) <u>Default by Seller</u>. In the event the sale of the Property as contemplated hereunder is not consummated due to Seller's default hereunder after Buyer delivers the Approval Notice on or prior to the expiration of the Due Diligence Period, Buyer shall be entitled, as its as its sole remedy, either (a) to a return of the Deposit, and shall operate to terminate this Agreement and release Seller from any and all liability hereunder, or (b) to enforce specific performance of Seller's obligation to convey the Property to Buyer in accordance with the terms of this Agreement, it being understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of Seller hereunder. Buyer expressly waives its rights to seek damages in the event of Seller's default hereunder. If the sale of the Property is not consummated due to Seller's default hereunder, Buyer shall be deemed to have elected to terminate this Agreement and receive back the Deposit, if Buyer fails to file suit for specific performance against Seller in a court having jurisdiction in the county and state in which the Property is located, on or before thirty (30) days following the date upon which Closing was to have occurred.
- (ii) The entirety of this Paragraph 15(f) shall survive the Closing or the earlier termination of this Agreement.
- (g) <u>Time</u>. Time is of the essence of every provision herein contained. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which said period of time runs shall be excluded, and the last day of such period shall be

included, unless it is a Saturday, Sunday, or legal holiday, in which case the period shall be deemed to run until 5:00 p.m. California time of the next day that is not a Saturday, Sunday, or legal holiday. Except as otherwise expressly provided herein, all time periods expiring on a specified date or period herein shall be deemed to expire at 5:00 p.m. California time on such specified date or period. As used in this Agreement, "business day" shall mean any day of the week other than Saturday, Sunday, or a day on which banking institutions in the city in which the Property is located are obligated or authorized by law or executive action to be closed to the transaction of normal banking business.

- (h) <u>Extensions at Sole Discretion of Seller</u>. In the event Buyer requests that Seller extend the time for sale of the Property, such request may be granted, conditionally granted or denied at the sole and absolute discretion of Seller.
- (i) <u>Counterparts; Facsimile Signatures</u>. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. A facsimile signature shall be deemed an original signature.
- (j) <u>Authority of City Manager</u>. City Manager is authorized to act on behalf of City under this Agreement, including without limitation with respect to the execution of a deed, escrow instructions, documents requested by the Escrow Holder, or such other instruments as are necessary or convenient for the implementation of this Agreement.
- (k) <u>Captions</u>. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.
- (1) <u>No Third-Party Beneficiaries</u>. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties to this Agreement to, any person or entity other than the parties hereto.
- (m) <u>Amendment to this Agreement</u>. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.
- (n) <u>Waiver</u>. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.
- (o) <u>Applicable Law</u>. This Agreement shall be governed by and construed in accordance with the local law of the State of California.
- (p) <u>Exhibits and Schedules</u>. The exhibits and schedules attached hereto are incorporated herein by this reference for all purposes.
- (q) <u>Entire Agreement</u>. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between, and the final expression of, Buyer and Seller with respect to the subject matter hereof. The parties hereto expressly agree and confirm that this Agreement is executed without reliance on any oral or

written statements, representations or promises of any kind which are not expressly contained in this Agreement. No subsequent agreement, representation or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

- (r) <u>Successors and Assigns</u>. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.
- (s) <u>Assignment</u>. Neither party may assign its rights under this Agreement without the prior consent of the other party.
- (t) Attorneys' Fees. If any legal action is instituted between or among Seller, Buyer and/or Escrow Holder in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs and reasonable attorneys' fees. Buyer and Seller shall each bear their own attorneys' fees for the preparation and negotiation of this Agreement. The provisions of this Paragraph 15(t) shall survive Closing or any termination of this Agreement.
- (u) <u>Return of Documents</u>. If this Agreement is terminated, Buyer shall promptly return to Seller any written information obtained from Seller in connection with this Agreement or the transaction contemplated herein.
- (v) <u>Paragraph Headings</u>. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

[signatures begin on the following page]

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

"BUYER"

CITY OF GARDEN GROVE, a municipal corporation

3v:

Name: Lisa L. Kim

Its:

City Manager

"SELLER"

LT PROPERTIES COMPANY, A CALIFORNIA LIMITED PARTNERSHIP,

Bv:

Name: Louis W. Tseng

Its: / General Partner

Approved as to form:

City Attorney