

APPENDIX: ADDITIONAL APPLICATION SUPPORTING DOCUMENTS

This appendix contains the following documents that support the City's commitment to ensuring project deliverability and provide additional context for the project.

Project Deliverability

- City of Garden Grove Funding Commitment Letter
- Licensed agreement with Orange County Transportation Authority

Additional Project Information

- Photo renderings
- Additional Field Photos
- Project Site Plan
- Story of the history of Shelley Kensington Park, previously Flower/Shelley Park

Steve Jones
Mayor

George S. Brietigam
Mayor Pro Tem - District 1

John R. O'Neill
Council Member - District 2

Cindy Ngoc Tran
Council Member - District 3

Joe DoVinh
Council Member - District 4

Stephanie Klopfenstein
Council Member - District 5

Kim Bernice Nguyen
Council Member - District 6

May 30, 2023

Re: Project Name: Garden Grove Medal of Honor Trail – Community Health Enhancements
Program: Caltrans Clean Cities Grant Program
Requested Grant Amount: \$691,000.00

To Whom It May Concern:

The City of Garden Grove is submitting a grant request for the Clean Cities Grant Program for the Garden Grove Medal of Honor Trail – Community Health Enhancements- Cycle 2. The City has reviewed all of the terms and conditions outlined as part of this grant program, and agrees to provide in-kind staff support for this project.

Attached is a list of the positions, labor hours, rates, and estimated value for each City staff member that will be participating in this Project.

If additional information is needed, please contact Alana Cheng at (714) 741- 5998.

Sincerely,



Lisa L. Kim
City Manager

By: Alana R. Cheng, Administrative Officer

Clean Cities Grant Program
 CITY OF GARDEN GROVE
 Agreement No.
 Period of Performance:

Budget Item	Name	Description	Cost Basis	Fringe	Direct Rate	# Items	Total Hours	Proposed Grant Share	Grantee In-kind match	Total
A. Salaries and Wages										
	ALANA	Project Manager	\$ 62,2279	\$ 1,1658	\$ 135		400		\$ 53,909.27	
	PAUL	Real Property Agent	\$ 49,9748	\$ 1,1658	\$ 108		300		\$ 32,470.63	
	TBD	Administrative Analyst	\$ 32,4628	\$ 0,6669	\$ 54		200		\$ 10,822.45	
	TBD	Administrative Aide	\$ 28,5231	\$ 0,7164	\$ 49		100		\$ 4,895.70	
	DAVID	Building Official	\$ 83,0438	\$ 1,1658	\$ 180		20		\$ 3,597.13	
	Phil	Building Plan Check Engineer	\$ 66,0369	\$ 0,7342	\$ 115		20		\$ 2,290.42	
	AARON/SEAN/JOHN	Permit Technician	\$ 40,1582	\$ 0,7342	\$ 70		5		\$ 348.21	
	PRIT/HUONG	Associate Planner	\$ 36,9255	\$ 0,7342	\$ 64		8		\$ 512.29	
	KEN/KAMYAR	Associate Engineer	\$ 69,4121	\$ 0,7342	\$ 120		10		\$ 1,203.74	
	ALICIA	Engineering Technician	\$ 43,9136	\$ 0,7342	\$ 76		8		\$ 609.24	
	JANET	Community Services Manager	\$ 74,4334	\$ 1,1658	\$ 161		8		\$ 1,289.66	
	MARK	Community Services Supervisor	\$ 56,3390	\$ 1,1658	\$ 122		5		\$ 610.10	
	LUIS T.	Public Works Supervisor	\$ 56,6531	\$ 1,1658	\$ 123		50		\$ 6,134.96	
	ALEX V.	Public Works Supervisor	\$ 56,6531	\$ 1,1658	\$ 123		50		\$ 6,134.96	
	ANA P.	Public Information Officer	\$ 62,2279	\$ 1,1658	\$ 135		4		\$ 539.09	
	NOELLE/VERONICA	Senior Administrative Analyst (OCR)	\$ 39,9561	\$ 0,6669	\$ 67		4		\$ 266.41	
	ANNA	Reprographic Designer	\$ 38,2269	\$ 0,7164	\$ 66		10		\$ 656.13	
	CESAR	Webmaster	\$ 53,6471	\$ 0,7164	\$ 92		10		\$ 920.80	
B. Employee Benefits									\$ 127,211.20	
The cost basis above includes hourly rates that are fully-burdened and include employee benefits.										
C. Contractual										
		ROW Cert Engineering Firm				lump sum		\$ 25,000.00		
		Construction Management Firm				lump sum		\$ 50,000.00		
D. Travel										
None										
E. Supplies										
Supplies are included in the vendor's estimate, above)										
F. Equipment										
		Outdoor Fitness Package #1								
		Outdoor Fitness Package #2								
		Outdoor Fitness Package #3								
		Outdoor Fitness Package #4								
		Installation Costs Outdoor Fitness Stations (4)					4			
		Benches					4			
		Bike Racks					4			
		Anti-litter signage					4			
		Fitness Trash Stations					8			
		Installation Costs of Trail furniture					20			
		Mulch								
		Installation Costs of Mulch	\$ 100,000							
TOTAL DIRECT COSTS								\$ -		
TOTAL PROJECT COSTS								\$ -		
TOTAL GRANT PROPOSED COSTS								\$ -		
Cost Share								#DIV/0!	#DIV/0!	#DIV/0!

AGREEMENT BIBLIOGRAPHY

Agreement With:	Orange County Transportation Authority
Agreement Type:	First Amendment to Amended and Restated License Agreement for the portion of the OCTA Railroad ROW from Nelson Street to Brookhurst Street (Bikeway and pedestrian walkway)
Date Approved:	03 20 2019
Start Date:	03 20 2019
End Date:	02 28 2039
Contract Amount:	See agreement
Comments	File No. 55 Public Works/Engineering
Insurance Expiration:	N/A

**ORANGE COUNTY TRANSPORTATION AUTHORITY -
FIRST AMENDMENT TO AMENDED AND RESTATED LICENSE AGREEMENT**

This **FIRST AMENDMENT TO AMENDED AND RESTATED LICENSE AGREEMENT** ("First Amendment") is made and entered into as of March 20, 2019, by and between the **ORANGE COUNTY TRANSPORTATION AUTHORITY**, a public entity ("OCTA"), and the **CITY OF GARDEN GROVE**, a California municipal corporation ("Licensee" or "City"), this being designated PE01-194-A to that certain *Amended and Restated License Agreement* designated PE01-194 and dated as of November 8, 2017 ("Agreement").

RECITALS

A. All capitalized terms used in this First Amendment shall have the same meanings ascribed to them in the Agreement, unless otherwise defined herein. Except as specifically modified by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect; and the Agreement and this First Amendment, together, are referred to herein as the "License". OCTA and City may be referred to together in this First Amendment as the "Parties" or individually as a "Party".

B. The City and OCTA entered into the original Agreement by which the OCTA granted to the City a License on certain License Property for construction maintenance and use and maintenance of a bikeway and pedestrian walkway (the "Bikeway" therein).

C. City has obtained funding to undertake and complete the Bikeway, which includes without limitation federal and state grants that are to be administered by the State of California, Department of Transportation ("CalTrans") subject to certain laws, regulations and application mandates, including the local assistance procedure manual (together, "Grant Requirements").

D. Prior to the Effective Date of this First Amendment and as requested by OCTA, the City provided supporting documentation about the scope of and useful life of the Bikeway.

AGREEMENT

When accepted by both Parties as indicated below, this First Amendment sets forth the following modifications and conditions to the numbered Parts, Sections and Subsections of the Agreement and the Parties agree as follows:

Section1. The following sections and subsections of *Part I, Basic License Provisions*, of the Agreement are amended by this First Amendment as follows:

(a) Section 3, *Commencement Date*. The Effective Date of the License is March 20, 2019.

(b) Section 4, *Term*. The term of the License, as amended, shall be extended for twenty (20) years that shall commence on March 20, 2019 and terminate effective February 28 2039.

Section2. The following sections and subsections of *Part II, General License Provisions*, of the Agreement are amended by this First Amendment as follows:

- (a) Section 1, subsection 1.2 *License/Term* is deleted in full.
- (b) Section 13, *Breach*, subsections (a) and (b) are amended in full to read as follows:

“(a) perform any necessary or appropriate corrective work at Licensee's expense, which Licensee agrees to pay to OCTA upon demand. OCTA shall notice the Licensee in writing of any deficiencies and request the appropriate repairs or improvement be made prior to OCTA performing the work and billing the Licensee. If the Licensee fails to act within sixty (60) days or if such breach cannot be cured within such sixty (60) day period then if Licensee fails to reasonably prosecute the cure of the breach, then OCTA can cause the work to be done and demand payment from the Licensee if warranted, or

(b) with written notice or demand, and Licensee's failure to cure the breach within sixty (60) days of such written notice being given, or if such breach cannot be cured within such sixty (60) day period then if Licensee fails to reasonably prosecute the cure of the breach, OCTA may terminate this License and at any time thereafter, recover possession of the License Property or any part thereof, and expel and remove therefrom Licensee or any other person occupying the License Property, by any lawful means, and again repossess and enjoy the License Property and the Facility, without prejudice to any of the rights and remedies that OCTA or SCRRA may have under this License, at law or in equity by reason of Licensee's default. Notwithstanding the foregoing, if Licensee's breach involves a significant impact to public health, welfare or safety, OCTA may require in writing that the Licensee cure the breach in a lesser period.”

- (c) Section 21. *Subordinate Rights* is amended in full to read as follows:

“21. *Subordinate Rights*. This License and the rights granted herein to Licensee are subject and subordinate to the prior and continuing rights and/or obligations of OCTA, its successors, assigns and permittees, to use the OCTA Property in the exercise of its powers and in the performance of its duties, or for any other purpose, including, but not limited to, those as a public transportation body. Accordingly, there is reserved and retained unto OCTA, its successors, assigns, and permittees, the right to construct, reconstruct, maintain, improve, and otherwise use the right of way for any transportation, communication, pipeline, and other facilities and appurtenances in, upon, over, under, across and along the OCTA Property, and to otherwise use the OCTA Property, and in connection therewith the right of OCTA, its successors and assigns, to grant and convey to others, rights to and interests in the OCTA Property on or about the License Property and in the vicinity of the Facility. This License is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("Title Exceptions"), which may affect the OCTA Property or License Property now or hereafter, and no provision of this Agreement shall be construed as a covenant or warranty against the existence of any such present or future title exceptions, whether or not arising out of the actions of OCTA, its successors, or

assigns. OCTA makes no representations or warranties of any kind with regard to title to the License Property. The Licensee shall not be obligated to pay for any future improvements or modifications to the License Property area unless made necessary by or voluntarily initiated by the Licensee as part of the Facility. Notwithstanding the foregoing, any future rights granted by OCTA within the License Property that interferes with the use of the License Property by Licensee shall be subordinate to the Licensee's license granted herein unless otherwise agreed to in writing by the Licensee, which shall not be unreasonably withheld. OCTA shall permit Licensee to operate and maintain the proposed bicycle, pedestrian path and all of its appurtenances for the duration of the term of the Agreement. Should a conflict arise between a proposed future OCTA project within the same right of way, for the duration of the License OCTA shall:

- a) contact the Licensee in writing during the planning stages of OCTA's future project as to the nature and possible impact of the project and provide updates at meaningful milestones,
- b) work to minimize the future project's impact to Licensee's facilities,
- c) provide reasonable time for the Licensee to prepare plans, advertise, award a contract and make physical changes to Licensee's facilities in keeping with State Laws and Garden Grove Municipal Code.

(d) Section 25, subsection 25.13, *Termination for Public Project* is hereby deleted if full.

Section3. Exhibit "C" to the Agreement is hereby amended to add a new paragraph 9 as follows:

"9. OCTA hereby agrees to cooperate with the Licensee to implement the District 1 and 2 Bikeways Feasibility Study, dated July 2014, as presented by the Licensee and approved by OCTA. In addition, Licensee agrees to cooperate in the design, construction, maintenance and overall implementation of any future transit related projects that may impact the use of the license property. The Licensee agrees to amend the license if needed, to accommodate any future projects that may be recognized to facilitate the needs of any such future transit project."

Section4. Full Force and Effect. Except to the extent amended and extended hereby, the License remains in full force and effect.

[Signatures on next page]


SIGNATURE BLOCKS:
FIRST AMENDMENT TO AMENDED AND RESTATED LICENSE AGREEMENT

AGREED AND ACCEPTED:

CITY OF GARDEN GROVE

ORANGE COUNTY
TRANSPORTATION AUTHORITY

By: 
Scott Stiles, City Manager


By: 
James G. Beil, P.E.
Executive Director, Capital Programs


Date: 2/27/19


Date: 3/20/19

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
Celeste Brady, Special Counsel
Stradling Yocca Carlson & Rauth

By: 
Rick E. Rayl, Special Counsel
NOSSAMAN LLP

By: 
Teresa Pomeroy, City Clerk

By: _____
Clerk, OCTA

PHOTO RENDERING



New focal area between Brookhurst Street and Lampson Avenue

Rendering courtesy of Greenfields Outdoor Equipment

ADDITIONAL FIELD PHOTOS



Entrance at Nutwood Street



Worn-out playground equipment at the Shelley Kensington Park that is almost two decades old



A family taking a stroll on the trail



Community members using the small-wheeled devices along the trail

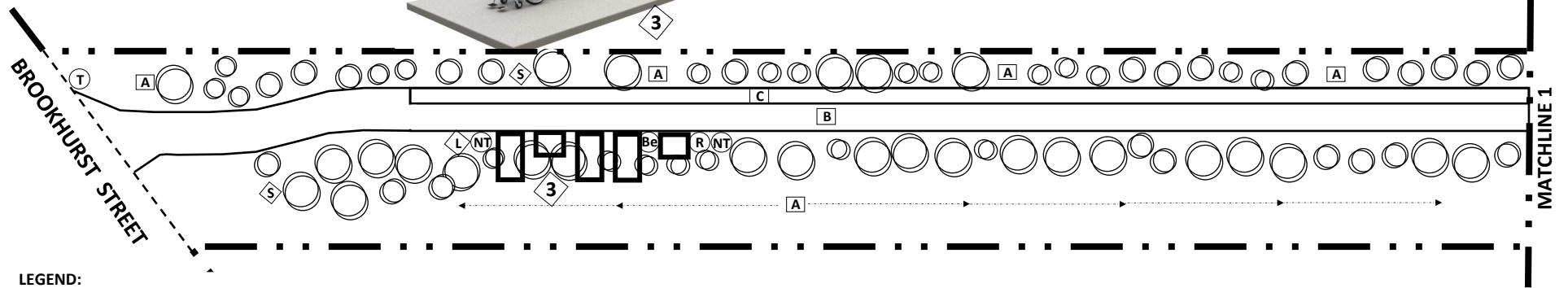
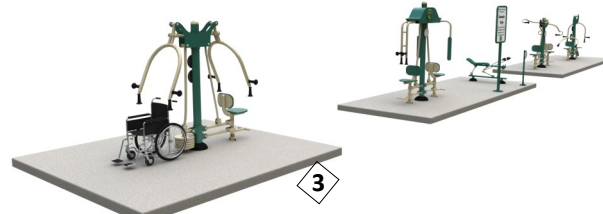
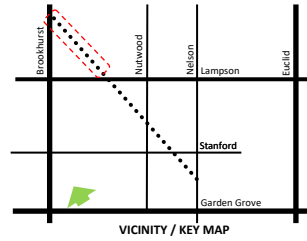


North entrance at Brookhurst Avenue



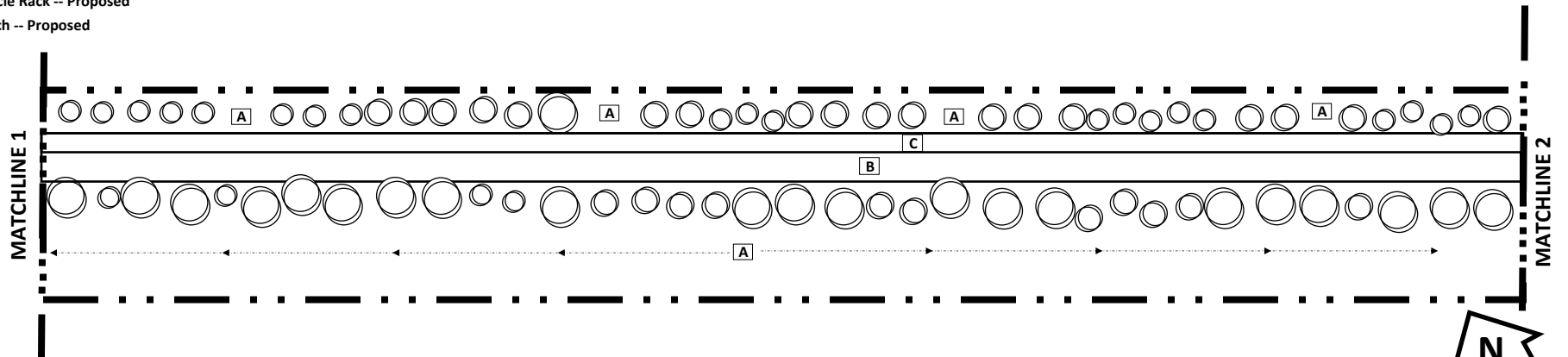
Graffiti on another section of the wall

Medal of Honor Bike & Pedestrian Trail—Proposed Improvements for Clean CA CALTRANS Grant (Cycle 2)

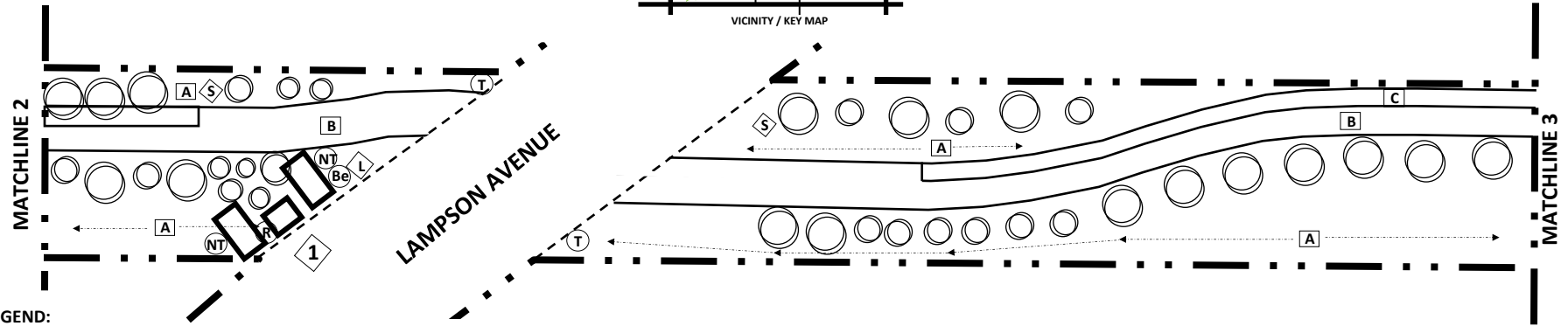
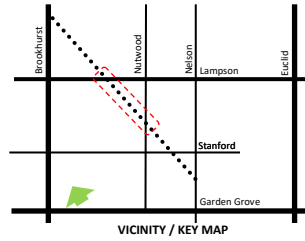


LEGEND:

- A** Mulch— Proposed
- B** Paved Asphalt Trail — Existing
- C** Decomposed Granite Trail — Existing
- S** Tree Information Sign -- Existing
- L** Anti-Littering Sign -- Proposed
- T** Trash Receptacles -- Existing
- NT** Trash Receptacles -- Proposed
- R** Bicycle Rack -- Proposed
- Be** Bench -- Proposed

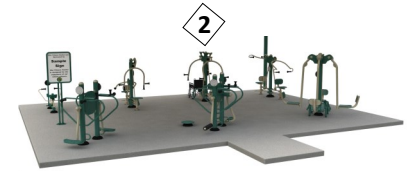
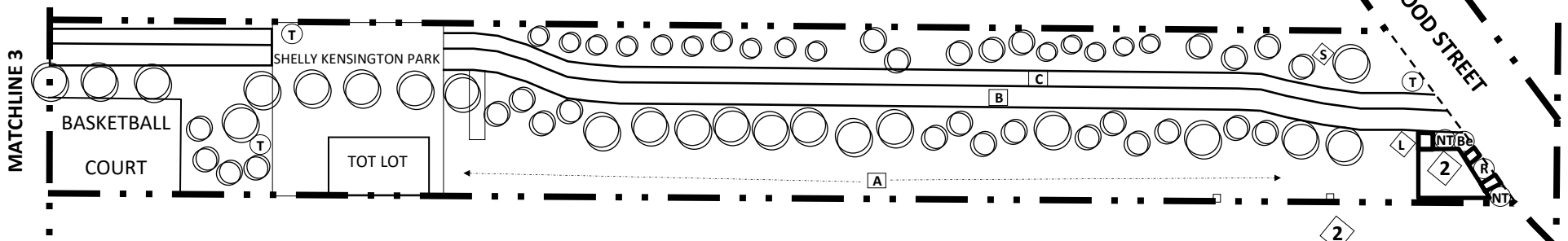


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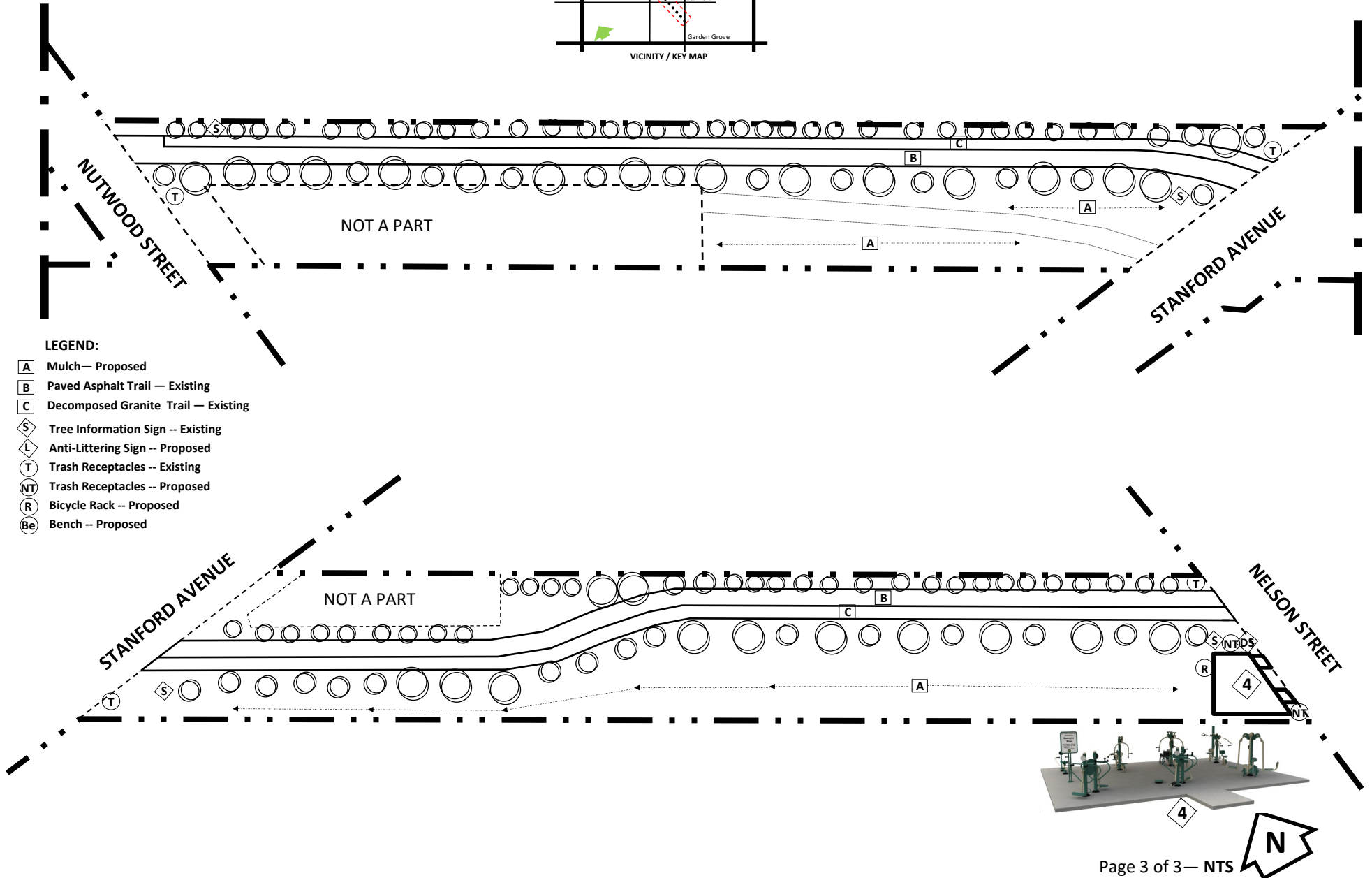
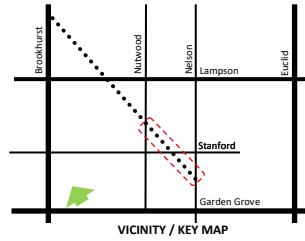


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Medal of Honor Bike & Pedestrian Trail—Proposed Improvements for Clean CA CALTRANS Grant (Cycle 2)



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Flower/Shelley Park Story

From Kris Backouris:

Kris is a Community Services Officer CSO in the Police Department, facilitating safety programs for the kids in the disadvantaged communities.

Roman Valdez was 11 at the time. He lived on Shelley Dr. with his family. The family consisted of mom, dad, 3 boys and 2 girls, 7 of them all in a one bedroom apartment.

Roman would help get the kids to come out to my programs.

I was doing my reading program and a lot of health and safety outreach in the area, mostly with the kids. They only had the small grass areas around the apartments to play on.

The area is very heavily populated and had terrible gang activity. I was asking the kids how they could make the area better to live in and Roman said they needed a playground for the young kids in the area, to keep them away from the gangs. I asked him what he thought the playground would look like and he spelled it out to me.

He told me they should have a basketball court, a playground with equipment for the really little ones, some open space for playing that was away from the street and danger due to the large amount of cars in the area. I listened and asked how they could make it happen.

Roman got the kids together and they drew pictures and wrote notes of what they wished they could have. The

"wish lists" were delivered to the city and Mayor Broadwater came to visit with the kids. The next thing I knew, Roman was in the local paper shaking hands with Mayor Broadwater at the new playground in the old railway area.

As they say.. the rest is history.

I know the neighborhood really uses the area and they would love any additional equipment and services, (a Little Library box, exercise equipment, mobile pantry, picnic tables, etc.)

Let me know how I can help with this project. I am so excited!

Kris Backouris
Community Services Officer
Garden Grove Police Department
11301 Acacia Parkway
Garden Grove, CA. 92842
[\(714\) 741-5761](tel:7147415761)
krisb@ggcity.org

Be Well, Be Safe