



Regular Meeting Agenda

May 2, 2017

Placentia City Council
Placentia City Council as Successor to the Placentia
Redevelopment Agency
Placentia Industrial Commercial
Development Authority

Craig S. Green
Mayor

Chad P. Wanke
Mayor Pro Tem

Rhonda Shader
Council Member

Ward Smith
Council Member

Jeremy B. Yamaguchi
Council Member

Patrick J. Melia
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
City Administrator

Christian L. Bettenhausen
City Attorney

City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

Phone: (714) 993-8117

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Website: www.placentia.org

Mission Statement

The City Council is committed to keeping Placentia a pleasant place by providing a safe family atmosphere, superior public services and policies that promote the highest standards of community life.

Vision Statement

The City of Placentia will maintain an open, honest, responsive and innovative government that delivers quality services in a fair and equitable manner while optimizing available resources.

Copies of all agenda materials are available for public review in the Office of the City Clerk, online at www.placentia.org, and at the Placentia Library Reference Desk. Persons who have questions concerning any agenda item may call the City Clerk's Office, (714) 993-8231, to make inquiry concerning the nature of the item described on the agenda.

Procedures for Addressing the Council/Board Members

Any person who wishes to speak regarding an item on the agenda or on a subject within the City's jurisdiction during the "**Oral Communications**" portion of the agenda should fill out a "**Speaker Request Form**" and give it to the City Clerk BEFORE that portion of the agenda is called. Testimony for Public Hearings will only be taken at the time of the hearing. Any person who wishes to speak on a Public Hearing item should fill out a "**Speaker Request Form**" and give it to the City Clerk BEFORE the item is called.

The Council and Board members encourage free expression of all points of view. To allow all persons the opportunity to speak, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of an entire group. To encourage all views, the Council and Board discourage clapping, booing or shouts of approval or disagreement from the audience.

PLEASE SILENCE ALL PAGERS, CELL PHONES, AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL AND BOARD MEMBERS ARE IN SESSION.

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 993-8231. Notification 48 hours prior to the meeting will generally enable City Staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

In compliance with California Government Code § 54957.5, any writings or documents provided to a majority of the City Council regarding any item on this agenda that are not exempt from disclosure under the Public Records Act will be made available for public inspection at the City Clerk's Office at City Hall, 401 East Chapman Avenue, Placentia, during normal business hours.

Study Sessions are open to the public and held in the City Council Chambers or City Hall Community Room. Executive Sessions are held in the Council Caucus Room. While the public may be in attendance during oral announcements preceding Executive Sessions, Executive Sessions are not open to the public.

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA- CLOSED SESSION
May 2, 2017
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL: Councilmember/Board Member Smith
Councilmember/Board Member Shader
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Wanke
Mayor/Board Chair Green

ORAL COMMUNICATIONS:

At this time the public may address the City Council and Boards of Directors concerning any items on the Closed Session Agenda only. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings.

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)(4):
CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Significant exposure to litigation: (4 cases)
2. Pursuant to Government Code Section 54956.9(d)(1):
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Name of Case: 567 Melrose Street, LLC vs City of Placentia, et al; Case 30-2017-00909817-CU-EI-CXC)
3. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATOR
City Designated Representatives: Damien R. Arrula, City Administrator
Steve Pischel, Director of Administrative Services
Employee Organizations: Unrepresented Employees and Placentia Police Management Association (PPMA)

RECESS: The City Council and Boards of Directors will recess to their 7:00 p.m. Regular Meeting.

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
May 2, 2017
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL: Councilmember/Board Member Smith
Councilmember/Board Member Shader
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Wanke
Mayor/Board Chair Green

INVOCATION: Police Chaplain Sterling Bennett

PLEDGE OF ALLEGIANCE: Police Chief Lenyi

PRESENTATIONS:

- a. **Proclamation for National Peace Officer Memorial Day**
Recipient: Police Chief Lenyi
Presenters: Mayor Green and City Administrator Arrula

- b. **Proclamation for May 2017 as Poppy Days**
Recipient: Rebecca Garcia, President of American Legion Auxiliary Post 277
Presenters: Mayor Green and City Administrator Arrula

- c. **Proclamation for National Public Works Week**
Recipients: Luis Estevez, Director of Public Works
Joel Cardenas, Public Works Superintendent
Presenters: Mayor Green and City Administrator Arrula

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:

At this time the public may address the City Council and Boards of Directors concerning any agenda item, which is not a public hearing item, or on matters within the jurisdiction of the City Council and Boards of Directors. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

CITY COUNCIL/BOARD MEMBER COMMENTS:

1. CONSENT CALENDAR (Items 1.a. through 1.f.):

All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any Member of the City Council and Boards of Directors or City Administrator may request an item be removed from the Consent Calendar for discussion. All items removed shall be considered immediately following action on the remaining items.

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve.

- 1.b. **City Fiscal Year 2016-17 Register for May 2, 2017**
Check Register
Fiscal Impact: \$ 540,464.22
Electronic Disbursement Register
Fiscal Impact: \$ 513,133.75
Recommended Action: It is recommended that the City Council:
1) Receive and file.

- 1.c. **Acceptance of Construction Work and Notice of Completion for the OCTA M2 Environmental Cleanup Program Tier 1 Grant Catch Basin Insert Project Phase 3**
Fiscal Impact: Expense: \$266,700
Revenue: \$200,000 OCTA M2 Environmental Cleanup Grant
\$ 50,974 Storm Drain Fund
\$ 10,354 General Fund
\$ 5,372 CalRecycle Oil Payment Program Fund
Recommended Action: It is recommended that the City Council:
1) Accept the work performed by G2 Construction, Inc. for construction of the OCTA M2 Environmental Cleanup Program Tier 1 Grant Catch Basin Insert Project Phase 3 in the total amount of \$266,700; and
2) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk Recorder's Office for the Project; and
3) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

- 1.d. **Installation of Outdoor Exercise Area at Santa Fe Park**
Fiscal Impact: Expense: \$32,142.90 Exercise Equipment
Expense: \$19,750.00 Concrete
Offsetting Revenue: \$51,892.90 St. Jude Hospital Grant
Recommended Action: It is recommended that the City Council:
1) Approve the acquisition of outdoor exercise equipment from Greenfields Outdoor Fitness, Inc. in the amount of \$32,142.90 for Santa Fe Park; and
2) Approve the Public Works Agreement for Installation of Concrete with City Services Paving in the amount of \$19,750.00; and
3) Authorize the City Administrator and/or his designee to execute all necessary purchase documents on behalf of the City, in a form approved by the City Attorney.

1.e. **Agreement Between the City and Unrepresented Mid-Management and Management Employees**

Fiscal Impact: Fiscal Year 2016-17 \$21,026 (Estimated)
Fiscal Year 2017-18 \$71,135 (Estimated)
Fiscal Year 2018-19 \$79,323 (Estimated)

Recommended Action: It is recommended that the City Council:

- 1) Approve an agreement authorizing certain compensation and benefits for Unrepresented Mid-Management and Management Employees as outlined in Exhibit 1; and
- 2) Approve Resolution, R-2017-XX, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2016-17, implementing adjustments outlined in Exhibit 1, in Compliance with the City Charter of the City of Placentia §§1206 and 1209 Pertaining to Appropriations for Actual Expenditures.

1.f. **Agreement with Golden Star Technology to Furnish, Install, and Integrate Audiovisual Equipment into the City Council Chambers**

Fiscal Impact: Expense: \$37,931.53

Revenue: \$37,931.53 Public, Education, and Governmental Funds
No General Fund Dollars will be used on this project

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with Golden Star (GST) for City Council Chamber Audiovisual Equipment Upgrades for an amount not-to-exceed \$37,931.53; and
- 2) Approve Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia Authorizing a Budget Amendment for the Fiscal Year 2016-17 Budget; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

2. PUBLIC HEARING:

2.a. **Appeal of the Planning Commission's Denial of Use Permit (UP) No. 2017-01 to Permit the Establishment and Operation of a Massage Business Located at a Multi-Tenant Commercial Shopping Center within the C-1 (Neighborhood Commercial) Zoning District**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Open the continued Public Hearing concerning UP 2017-01; and
- 2) Close the Public Hearing; and
- 3) Consider attached Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, County of Orange, State of California, approving Use Permit No. 2017-01 and making findings of approval for the establishment and operation of a day spa with ancillary massage services on property located at 138 North Bradford Avenue in the C-1 (Neighborhood Commercial) Zoning District; and making findings that the project is categorically exempt pursuant to the California Environmental Quality Act Guidelines (CEQA) set forth in Title 14 CCR § 15301 (Class 1 – Existing Facilities) and the City of Placentia Environmental Guidelines.

3. REGULAR AGENDA: NONE

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Council/Board Members may make requests or ask questions of Staff. If a Council/Board Member would like to have formal action taken on a requested matter, it will be placed on a future Council or Board Agenda.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to Tuesday, May 16, 2017 at 5:30 p.m.

TENTATIVE AGENDA FORECAST

The Tentative Agenda Forecast is subject to change up until the posting of the Agenda for the Council Meeting listed below:

- Resolution Authorizing Application to State for Disaster Relief Funds
- Restatement of Low-Mod Housing Loan
- Presentation on 2020 U.S. Census
- Oil Pipeline Franchise Agreement
- Award of Contract for Right-of-Way Block Wall Vine Maintenance Services
- Purchase of Police Patrol Vehicles

CERTIFICATION OF POSTING

I, Rosanna Ramirez, Chief Deputy City Clerk of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the May 2, 2017 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on April 27, 2017.

Rosanna Ramirez, Chief Deputy City Clerk

City of Placentia
Check Register
 For 05/02/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 540,464.22

Check Totals by ID

AP	540,464.22
EP	0.00
IP	0.00
OP	0.00

Fund Name	Check Totals by Fund
101-General Fund (0010)	303,965.57
210-Measure M (0018)	4,601.52
225-Asset Seizure (0021)	21,011.25
260-Street Lighting Distret (0028)	30,049.87
265-Landscape Maintenance (0029)	15,789.03
275-Sewer Maintenance (0048)	2,351.54
401-City Capital Projects (0033)	148,841.58
501-Refuse Administration (0037)	285.04
605-Risk Management (0040)	3,011.37
701-Special Deposits (0044)	10,557.45

Void Total: 0.00
 Check Total: 540,464.22

Check Total: 540,464.22

1.b.
May 2, 2017

**City of Placentia
Check Register
For 04/26/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	ANAHEIM REGIONAL V007613	SART EXAM DR 17-0928	103040-6099 Professional Services	AP041317	750.00 001370809		00094124	04/13/2017
					Check Total:	750.00		
MW OH	ANGEL, BRYCE V002886	PD TRAINING MEAL	103042-6250 Staff Training	AP041317	8.00 DR041817		00094125	04/13/2017
					Check Total:	8.00		
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	AP041317	138.03 532342592		00094126	04/13/2017
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103654-6301 Special Department Supplies	AP041317	155.39 532342593		00094126	04/13/2017
					Check Total:	293.42		
MW OH	AT & T V008736	APRIL POWELL BLDG INTERNET	109595-6215 Telephone	AP041317	70.00 APRIL 17		00094127	04/13/2017
MW OH	AT & T V008736	APRIL PD YARD INTERNET	109595-6215 Telephone	AP041317	50.78 APRIL PD 17		00094127	04/13/2017
					Check Total:	120.78		
MW OH	AT&T V004144	FEB-MARCH PHONE CHARGES	0010-1220 Accts Rec/Plac Library Dist	AP041317	9.83 032817		00094128	04/13/2017
MW OH	AT&T V004144	FEB-MARCH PHONE CHARGES	109595-6215 / 61139-6215 Telephone	AP041317	20.28 032817		00094128	04/13/2017
MW OH	AT&T V004144	FEB-MARCH PHONE CHARGES	109595-6215 Telephone	AP041317	4,850.70 032817		00094128	04/13/2017
MW OH	AT&T V004144	FEB-MARCH PHONE CHARGES	296561-6215 Telephone	AP041317	567.95 032817		00094128	04/13/2017
					Check Total:	5,448.76		
MW OH	BORNSTEIN, IRWIN V010388	MARCH FINANCE CONSULTANT SVS	102020-6099 Professional Services	AP041317	15,312.50 240	P11015	00094129	04/13/2017
					Check Total:	15,312.50		
MW OH	CALIFORNIA NEWSPAPER	MARCH LEGAL ADVERTISING	101002-6299	AP041317	742.50 0000311006		00094130	04/13/2017

**City of Placentia
Check Register
For 04/26/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V009955		Other Purchased Services					
MW OH	CALIFORNIA NEWSPAPER V009955	MARCH LEGAL ADVERTISING	102531-6225 Advertising/Promotional	AP041317	636.90 0000311006		00094130	04/13/2017
				Check Total:	1,379.40			
MW OH	CANON FINANCIAL SERVICES V008867	APRIL COPIER LEASE	109595-6175 Office Equipment Rental	AP041317	20.48 17169218		00094131	04/13/2017
				Check Total:	20.48			
MW OH	CANON SOLUTIONS AMERICA V008809	MARCH COPIER USAGE	109595-6175 Office Equipment Rental	AP041317	23.49 4021884097		00094132	04/13/2017
MW OH	CANON SOLUTIONS AMERICA V008809	MARCH COPIER USAGE	109595-6175 Office Equipment Rental	AP041317	498.67 4021887117		00094132	04/13/2017
MW OH	CANON SOLUTIONS AMERICA V008809	APRIL COPIER BASE RATE	109595-6175 Office Equipment Rental	AP041317	11.00 4021889886		00094132	04/13/2017
MW OH	CANON SOLUTIONS AMERICA V008809	MARCH COPIER USAGE	109595-6175 Office Equipment Rental	AP041317	233.97 4021905511		00094132	04/13/2017
				Check Total:	767.13			
MW OH	CITY OF BREA V000125	RECRUITMENT BROCHURES	101511-6301 Special Department Supplies	AP041317	121.20 ASCS000263		00094133	04/13/2017
MW OH	CITY OF BREA V000125	RECRUITMENT BROCHURES	101512-6225 Advertising/Promotional	AP041317	93.75 ASCS000263		00094133	04/13/2017
MW OH	CITY OF BREA V000125	PRINTING SERVICES	103550-6315 Office Supplies	AP041317	59.35 ASCS00262		00094133	04/13/2017
MW OH	CITY OF BREA V000125	PRINTING SERVICES	102531-6315 Office Supplies	AP041317	184.87 ASCS00262		00094133	04/13/2017
MW OH	CITY OF BREA V000125	PRINTING SERVICES	102532-6315 Office Supplies	AP041317	115.48 ASCS00262		00094133	04/13/2017
				Check Total:	574.65			
MW OH	CITY OF BUENA PARK V010417	WORKPLACE COMPLAINT TRAINING	01512-6245 Meetings & Conferences	AP041317	214.00 032717		00094134	04/13/2017

City of Placentia
Check Register
For 04/26/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	214.00				
MW OH	COMMERCIAL AQUATIC V005203	MARCH GOMEZ POOL MAINT	103654-6130 Repair & Maint/Facilities	AP041317	300.00	117-1359		00094135	04/13/2017
MW OH	COMMERCIAL AQUATIC V005203	MARCH WHITTEN POOL MAINT	103654-6130 Repair & Maint/Facilities	AP041317	316.90	117-1360		00094135	04/13/2017
				Check Total:	616.90				
MW OH	COUNTY OF ORANGE V008881	MARCH OCATS PHONE SERVICES	103043-6137 Repair Maint/Equipment	AP041317	784.00	SH 46047	P10899	00094136	04/13/2017
				Check Total:	784.00				
MW OH	DFS FLOORING INC V000099	FEB CARPET CLEANING	103654-6130 Repair & Maint/Facilities	AP041317	665.00	305857-15		00094137	04/13/2017
MW OH	DFS FLOORING INC V000099	MARCH CARPET CLEANING	103654-6130 Repair & Maint/Facilities	AP041317	665.00	305857-16		00094137	04/13/2017
				Check Total:	1,330.00				
MW OH	GOLDEN STATE WATER V000928	JAN-MARCH WATER CHARGES	109595-6335 Water	AP041317	1,250.35	032917		00094138	04/13/2017
MW OH	GOLDEN STATE WATER V000928	JAN-MARCH WATER CHARGES	296561-6335 Water	AP041317	6,174.68	032917		00094138	04/13/2017
				Check Total:	7,425.03				
MW OH	GST V009410	MICROSOFT SERVERS	101523-6301 Special Department Supplies	AP041317	1,275.03	INV5050		00094139	04/13/2017
MW OH	GST V009410	MARCH IT SERVICES	101523-6290 Dept. Contract Services	AP041317	8,278.00	INV5064	P10927	00094139	04/13/2017
				Check Total:	9,553.03				
MW OH	HIRSCH PIPE AND SUPPLY V004494	PLUMBING SUPPLIES	103654-6301 Special Department Supplies	AP041317	276.32	5299050		00094140	04/13/2017
				Check Total:	276.32				
MW OH	HOUSTON & HARRIS PCS IN	EMERGENCY HYDRO WASH	484376-6999 Other Expenditure	AP041317	80.00	17-20207A	P10963	00094141	04/13/2017

**City of Placentia
Check Register
For 04/26/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	80.00				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103652-6301 Special Department Supplies	AP041317	116.31	2837478-00		00094142	04/13/2017
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	333554-6185 / 6106840023-6185 Construction Services	AP041317	39.61	2876961-01		00094142	04/13/2017
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	333554-6185 / 6106840023-6185 Construction Services	AP041317	129.30	2879351-00		00094142	04/13/2017
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103652-6301 Special Department Supplies	AP041317	127.24	2896546-00		00094142	04/13/2017
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	333554-6185 / 6106840023-6185 Construction Services	AP041317	47.77	2896602-00		00094142	04/13/2017
				Check Total:	460.23				
MW OH	INTERNAL CONTROL V000504	MARCH PRE EMPLOYMENT EXAMS	103040-6099 Professional Services	AP041317	420.00	10980		00094143	04/13/2017
				Check Total:	420.00				
MW OH	JOBS AVAILABLE V000534	FINANCE DIR ADVERTISEMENT	101512-6225 Advertising/Promotional	AP041317	362.00	1708028		00094144	04/13/2017
				Check Total:	362.00				
MW OH	JONES & MAYER V009822	MARCH LEGAL SERVICES	101512-6225 / 10044-6005 Advertising/Promotional	AP041317	58.50	81854		00094145	04/13/2017
MW OH	JONES & MAYER V009822	MARCH LEGAL SERVICES	101512-6225 / 10044-6005 Advertising/Promotional	AP041317	6,381.00	81861		00094145	04/13/2017
				Check Total:	6,439.50				
MW OH	LEGAL SHIELD V008104	MARCH LEGALS SERVICES	0010-2192 Police Legal Services	AP041317	274.98	040617A		00094146	04/13/2017
MW OH	LEGAL SHIELD V008104	MARCH LEGAL SERVICES	0029-2192 Police Legal Services	AP041317	5.73	040617A		00094146	04/13/2017
MW OH	LEGAL SHIELD V008104	MARCH LEGAL SERVICES	0037-2192 Police Legal Services	AP041317	2.48	040617A		00094146	04/13/2017

City of Placentia
Check Register
For 04/26/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	LEGAL SHIELD V008104	MARCH LEGAL SERVICES	0048-2192 Police Legal Services	AP041317	24.66	040617A		00094146	04/13/2017
Check Total:					307.85				
MW OH	LILLEY PLANNING GROUP V008540	3/27-4/6 PW INSPECTOR SVS	103550-6290 Dept. Contract Services	AP041317	1,840.00	INV-1765	P11000	00094147	04/13/2017
MW OH	LILLEY PLANNING GROUP V008540	3/27-4/5 BLDG OFFICIAL SVS	102532-6290 Dept. Contract Services	AP041317	3,040.00	INV-1766	P11000	00094147	04/13/2017
MW OH	LILLEY PLANNING GROUP V008540	CONSULTING SVS - TOD	332531-6017 / 61086-6017 Special Studies	AP041317	2,915.00	INV-1764	P11018	00094147	04/13/2017
Check Total:					7,795.00				
MW OH	MC FADDEN-DALE V000635	TRAILER JACK	103658-6301 Special Department Supplies	AP041317	51.50	279500/5		00094148	04/13/2017
MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103652-6301 Special Department Supplies	AP041317	19.50	279880/5		00094148	04/13/2017
MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103652-6301 Special Department Supplies	AP041317	0.82	279893/5		00094148	04/13/2017
MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103652-6301 Special Department Supplies	AP041317	9.27	279947/5		00094148	04/13/2017
Check Total:					81.09				
MW OH	MV CHENG & ASSOCIATES V010389	MARCH FINANCE DIRECTOR SVS	102020-6099 Professional Services	AP041317	19,487.50	3312017	P11016	00094149	04/13/2017
Check Total:					19,487.50				
MW OH	NOVA SECURITY SYSTEMS V009819	EOC DOOR, PD GLASS REPAIR	101523-6136 Software Maintenance	AP041317	1,695.00	9726		00094150	04/13/2017
Check Total:					1,695.00				
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6301 Special Department Supplies	AP041317	243.57	59734		00094151	04/13/2017
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	AP041317	17.77	59743		00094151	04/13/2017

**City of Placentia
Check Register
For 04/26/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	AP041317	61.57 59783		00094151	04/13/2017
				Check Total:	322.91			
MW OH	OLD V & V MANUFACTURING V010400	OFFICER AWARDS	103041-6301 Special Department Supplies	AP041317	646.50 44418		00094152	04/13/2017
				Check Total:	646.50			
MW OH	ORANGE COUNTY V007306	MARCH PARKING CITATIONS	0044-2038 Parking Fines	AP041317	8,887.50 040617		00094153	04/13/2017
				Check Total:	8,887.50			
MW OH	ORTIZ, CARLOS V010418	C & D BOND REFUND	0044-2033 Construction & Demo Deposit	AP041317	500.00 40-16-030		00094154	04/13/2017
				Check Total:	500.00			
MW OH	PARTS SOURCE V000817	TRANSMISSION OIL COOLER	103658-6301 Special Department Supplies	AP041317	19.66 68365		00094155	04/13/2017
				Check Total:	19.66			
MW OH	POWERSTRIDE BATTERY CO V000785	BATTERY	103658-6134 Vehicle Repair & Maintenance	AP041317	85.96 C 64270		00094156	04/13/2017
MW OH	POWERSTRIDE BATTERY CO V000785	BATTERY	103658-6134 Vehicle Repair & Maintenance	AP041317	94.51 C 64333		00094156	04/13/2017
				Check Total:	180.47			
MW OH	PRECISION AUTO WERKS V010416	SEWER TRUCK LIGHT BAR	484356-6301 Special Department Supplies	AP041317	1,972.00 03302017		00094157	04/13/2017
				Check Total:	1,972.00			
MW OH	PSYCHOLOGICAL V009259	MARCH PRE EMPLOYMENT EXAMS	101512-6099 Professional Services	AP041317	1,200.00 522560		00094158	04/13/2017
				Check Total:	1,200.00			
MW OH	PURE WATER TECHNOLOGY V009593	APRIL PD WATER SERVICE	103041-6301 Special Department Supplies	AP041317	149.78 107178		00094159	04/13/2017
				Check Total:	149.78			

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MW OH	RADOMSKI, DAVID V002832	PD TRIANING MEAL	103042-6250 Staff Training	AP041317	8.00	DR041817		00094160	04/13/2017
					Check Total:	8.00			
MW OH	SERNA, MARIO V004667	TOOL REIMBURSEMENT	103658-6350 Small Tools/Equipment	AP041317	198.90	041017		00094161	04/13/2017
					Check Total:	198.90			
MW OH	SIMPLEX GRINNELL V008625	BACKS BLDG ALARM REPAIRS	333554-6185 / 6106840023-6185 Construction Services	AP041317	842.00	83550997		00094162	04/13/2017
					Check Total:	842.00			
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICAL CHARGES	0010-1224 AR/City of Fullerton	AP041317	132.25	033117		00094163	04/13/2017
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICAL CHARGES	296561-6330 / 61139-6330 Electricity	AP041317	46.34	033117		00094163	04/13/2017
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICAL CHARGES	296561-6330 Electricity	AP041317	180.02	033117		00094163	04/13/2017
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICAL CHARGES	286560-6330 Electricity	AP041317	30,049.87	033117		00094163	04/13/2017
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICAL CHARGES	109595-6330 Electricity	AP041317	25,348.24	033117		00094163	04/13/2017
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICAL CHARGES	0010-1220 Accts Rec/Plac Library Dist	AP041317	3,860.73	033117		00094163	04/13/2017
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICAL CHARGES	109595-6330 / 61141-6330 Electricity	AP041317	333.99	033117		00094163	04/13/2017
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICAL CHARGES	0010-1226 AR/City of Yorba Linda	AP041317	2.67	033117		00094163	04/13/2017
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICAL CHARGES	109595-6330 / 61140-6330 Electricity	AP041317	50.78	033117		00094163	04/13/2017
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MARCH ELECTRICAL CHARGES	109595-6330 / 61138-6330 Electricity	AP041317	985.50	033117		00094163	04/13/2017
MW OH	SOUTHERN CALIFORNIA	FEB-MARCH ELECTRICAL CHARGES	0010-1232	AP041317	74.39	033117		00094163	04/13/2017

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	V000910		Accts Rec/City of Anaheim						
				Check Total:	61,064.78				
MW OH	SPARKLETT'S V000967	MARCH SR CENTER WATER SVS	104071-6301 / 79278-6301 Special Department Supplies	AP041317	238.37	14974536 040517		00094164	04/13/2017
				Check Total:	238.37				
MW OH	SPRINT V006126	MARCH PD FRAME RELAY SVS	109595-6215 Telephone	AP041317	609.88	95031171003508		00094165	04/13/2017
				Check Total:	609.88				
MW OH	ST JOSEPH HERITAGE V001728	MARCH DMV PHYSICALS	101512-6099 Professional Services	AP041317	445.00	66701		00094166	04/13/2017
				Check Total:	445.00				
MW OH	STATE OF CALIFORNIA V000184	JAN-MARCH STRONG MOTION FEES	0044-2035 Strong Motion Fees/Non-Res	AP041317	294.08	010117-033117		00094167	04/13/2017
MW OH	STATE OF CALIFORNIA V000184	JAN-MARCH STRONG MOTION FEES	0044-2030 Strong Motion Fees/Res.	AP041317	486.47	010117-033117		00094167	04/13/2017
MW OH	STATE OF CALIFORNIA V000184	JAN-MARCH STRONG MOTION FEES	100000-4364 Sanitation Collect Fees	AP041317	-39.03	010117-033117		00094167	04/13/2017
				Check Total:	741.52				
MW OH	SUBURBAN PROPANE V000971	PROPANE	103658-6301 Special Department Supplies	AP041317	22.25	236370		00094168	04/13/2017
				Check Total:	22.25				
MW OH	T-MOBILE V004339	MARCH CELL PHONE CHARGES	109595-6215 Telephone	AP041317	1,239.35	MARCH 17		00094169	04/13/2017
MW OH	T-MOBILE V004339	MARCH PD CELL PHONE CHARGES	109595-6215 Telephone	AP041317	662.99	MARCH PD 17		00094169	04/13/2017
				Check Total:	1,902.34				
MW OH	TRANSUNION RISK & V009317	MARCH DATABASE TRANSACTIONS	103042-6290 Dept. Contract Services	AP041317	111.00	040117		00094170	04/13/2017
				Check Total:	111.00				

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MW OH	TRILLIUM CNG (1720) V007952	CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP041317	49.53	1704072022		00094171	04/13/2017
					Check Total:	49.53			
MW OH	UNITED RENTALS NORTH V001082	SOD CUTTER RENTAL	103655-6170 Equipment & Tool Rental	AP041317	311.61	145485613-001		00094172	04/13/2017
					Check Total:	311.61			
MW OH	WESTERN TRANSIT V008280	MARCH SR CENTER	184071-6401 / 79538-6401 Community Programs	AP041317	4,601.52	2.2707	P10957	00094173	04/13/2017
					Check Total:	4,601.52			
MW OH	CALIFORNIA STATE V004813	PE 4/8/17 PD DATE 4/14/17	0029-2196 Garnishments W/H	PY17008	22.50	2700/1701008		00094174	04/14/2017
MW OH	CALIFORNIA STATE V004813	PE 4/8/17 PD DATE 4/14/17	0048-2196 Garnishments W/H	PY17008	137.89	2700/1701008		00094174	04/14/2017
MW OH	CALIFORNIA STATE V004813	PE 4/8/17 PD DATE 4/14/17	0010-2196 Garnishments W/H	PY17008	941.53	2700/1701008		00094174	04/14/2017
MW OH	CALIFORNIA STATE V004813	PE 4/8/17 PD DATE 4/14/17	0037-2196 Garnishments W/H	PY17008	46.14	2700/1701008		00094174	04/14/2017
					Check Total:	1,148.06			
MW OH	FRANCHISE TAX BOARD V000404	PE 4/8/17 PD DATE 4/14/17	0010-2196 Garnishments W/H	PY17008	48.00	2710/1701008		00094175	04/14/2017
MW OH	FRANCHISE TAX BOARD V000404	PE 4/8/17 PD DATE 4/14/17	0029-2196 Garnishments W/H	PY17008	6.00	2710/1701008		00094175	04/14/2017
MW OH	FRANCHISE TAX BOARD V000404	PE 4/8/17 PD DATE 4/14/17	0048-2196 Garnishments W/H	PY17008	6.00	2710/1701008		00094175	04/14/2017
					Check Total:	60.00			
MW OH	ORANGE COUNTY V000699	PE 4/8/17 PD DATE 4/14/17	0010-2176 PCEA/OCEA Assoc Dues	PY17008	275.15	2610/1701008		00094176	04/14/2017
MW OH	ORANGE COUNTY V000699	PE 4/8/17 PD DATE 4/14/17	0029-2176 PCEA/OCEA Assoc Dues	PY17008	7.68	2610/1701008		00094176	04/14/2017

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MW OH	ORANGE COUNTY V000699	PE 4/8/17 PD DATE 4/14/17	0037-2176 PCEA/OCEA Assoc Dues	PY17008	0.96 2610/1701008		00094176	04/14/2017
MW OH	ORANGE COUNTY V000699	PE 4/8/17 PD DATE 4/14/17	0048-2176 PCEA/OCEA Assoc Dues	PY17008	24.05 2610/1701008		00094176	04/14/2017
Check Total:					307.84			
MW OH	PCEA C/O NORTH ORANGE V000679	PE 4/8/17 PD DATE 4/14/17	0029-2176 PCEA/OCEA Assoc Dues	PY17008	0.80 2615/1701008		00094177	04/14/2017
MW OH	PCEA C/O NORTH ORANGE V000679	PE 4/8/17 PD DATE 4/14/17	0010-2176 PCEA/OCEA Assoc Dues	PY17008	28.60 2615/1701008		00094177	04/14/2017
MW OH	PCEA C/O NORTH ORANGE V000679	PE 4/8/17 PD DATE 4/14/17	0048-2176 PCEA/OCEA Assoc Dues	PY17008	2.50 2615/1701008		00094177	04/14/2017
MW OH	PCEA C/O NORTH ORANGE V000679	PE 4/8/17 PD DATE 4/14/17	0037-2176 PCEA/OCEA Assoc Dues	PY17008	0.10 2615/1701008		00094177	04/14/2017
Check Total:					32.00			
MW OH	PLACENTIA POLICE V000839	PE 4/8/17 PD DATE 4/14/17	0010-2180 Police Mgmt Assn Dues	PY17008	877.83 2625/1701008		00094178	04/14/2017
Check Total:					877.83			
MW OH	PLACENTIA POLICE V003519	PE 4/8/17 PD DATE 4/14/17	0010-2178 Placentia Police Assoc Dues	PY17008	2,844.63 2620/1701008		00094179	04/14/2017
Check Total:					2,844.63			
MW OH	VANTAGEPOINT TRANSFER V007191	PE 4/8/17 PD DATE 4/14/17	0010-2170 Deferred Comp Payable - ICMA	PY17008	2,645.59 2606/1701008		00094180	04/14/2017
MW OH	VANTAGEPOINT TRANSFER V007191	PE 4/8/17 PD DATE 4/14/17	0037-2170 Deferred Comp Payable - ICMA	PY17008	17.06 2606/1701008		00094180	04/14/2017
MW OH	VANTAGEPOINT TRANSFER V007191	PE 4/8/17 PD DATE 4/14/17	0029-2170 Deferred Comp Payable - ICMA	PY17008	29.05 2606/1701008		00094180	04/14/2017
MW OH	VANTAGEPOINT TRANSFER V007191	PE 4/8/17 PD DATE 4/14/17	0048-2170 Deferred Comp Payable - ICMA	PY17008	80.44 2606/1701008		00094180	04/14/2017
Check Total:					2,772.14			

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MW OH	ADAMSON POLICE V007539	5.56MM SUPRESSOR	213041-6840 Machinery & Equipment	AP042017	21,011.25	INV241825		00094181	04/20/2017
					Check Total:	21,011.25			
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	AP042017	138.03	532359698		00094182	04/20/2017
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103654-6301 Special Department Supplies	AP042017	273.20	532359699		00094182	04/20/2017
					Check Total:	411.23			
MW OH	ARCOR INC V010382	EXPERT CONSULTING SERVICES	101005-6005 Legal Services	AP042017	3,885.00	2941.2-C	P11033	00094183	04/20/2017
					Check Total:	3,885.00			
MW OH	AT & T V008736	4/7-5/6 TEEN CNTR INTERNET	109595-6215 Telephone	AP042017	50.78	APRIL T/C 17		00094184	04/20/2017
					Check Total:	50.78			
MW OH	AT & T MOBILITY V008709	3/8-4/7 IPAD CHARGES	109595-6215 Telephone	AP042017	377.83	X04152017		00094185	04/20/2017
					Check Total:	377.83			
MW OH	ATHENS SERVICES V006622	MARCH STREET SWEEPING SVS	103652-6290 Dept. Contract Services	AP042017	15,947.24	3269231	P10892	00094186	04/20/2017
					Check Total:	15,947.24			
MW OH	BSN SPORTS V003639	SPORTS PROGRAM EQUIPMENT	104071-6301 Special Department Supplies	AP042017	491.75	98903164		00094187	04/20/2017
MW OH	BSN SPORTS V003639	SPORTS PROGRAM EQUIPMENT	104071-6301 Special Department Supplies	AP042017	1,493.03	98912429		00094187	04/20/2017
					Check Total:	1,984.78			
MW OH	CANON FINANCIAL SERVICES V008867	MAY COPIER LEASE, USAGE	109595-6175 Office Equipment Rental	AP042017	1,882.19	17212970		00094188	04/20/2017
MW OH	CANON FINANCIAL SERVICES V008867	MARCH COPIER USAGE	109595-6175 Office Equipment Rental	AP042017	1,930.08	17212972		00094188	04/20/2017

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				Check Total:	3,812.27				
MW OH	CARL WARREN & CO V008011	MARCH LIABILITY ADMIN SVS	404582-6025 Third Party Administration	AP042017	1,541.66	1797844		00094189	04/20/2017
				Check Total:	1,541.66				
MW OH	CASC ENGINEERING & V009889	CEQA CONSULTING SVS	332531-6017 / 61086-6017 Special Studies	AP042017	522.25	0037016	P11027	00094190	04/20/2017
				Check Total:	522.25				
MW OH	CITY OF ANAHEIM V010186	3/16-4/14 TRAFFIC SIGNAL	109595-6330 Electricity	AP042017	58.15	041717		00094191	04/20/2017
				Check Total:	58.15				
MW OH	COMMERCIAL AQUATIC V005203	APRIL GOMEZ POOL MAINT	103654-6130 Repair & Maint/Facilities	AP042017	350.40	117-1499		00094192	04/20/2017
				Check Total:	350.40				
MW OH	DIVISION OF THE STATE V008904	1ST QUARTER TAXES	0044-2032 SB 1186 BL State Fee	AP042017	389.40	033117		00094193	04/20/2017
				Check Total:	389.40				
MW OH	EAGLELIFT INC V010397	DYNAMIC CONE PENETROMETER	103652-6301 Special Department Supplies	AP042017	930.00	200787	P11023	00094194	04/20/2017
				Check Total:	930.00				
MW OH	EJ WARD INC V001108	FUEL READER	103658-6301 Special Department Supplies	AP042017	782.31	0059830-IN		00094195	04/20/2017
				Check Total:	782.31				
MW OH	ENTENMANN-ROVIN CO V000342	CHIEF BADGE & FLAT BADGE	103041-6360 Uniforms	AP042017	268.94	0122838-IN		00094196	04/20/2017
				Check Total:	268.94				
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP042017	1,615.48	14251		00094197	04/20/2017
				Check Total:	1,615.48				
MW OH	FIS	MARCH INTERCHANGE FEES	102020-6025	AP042017	698.77	34399882		00094198	04/20/2017

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	V008518		Third Party Administration						
				Check Total:	698.77				
MW OH	FORTEL TRAFFIC INC V010368	SOLAR CONTROLLER ASSEMBLY	103652-6099 Professional Services	AP042017	802.75	9217		00094199	04/20/2017
				Check Total:	802.75				
MW OH	G2 CONSTRUCTION INC V009688	CATCH BASIN REPAIRS - PHASE 3	333557-6185 / 61122-6185 Construction Services	AP042017	139,792.50	170411	P11020	00094200	04/20/2017
				Check Total:	139,792.50				
MW OH	GEODESIGN INC V010364	MARCH GEOTECHNICAL SVS	103550-6015 Engineering Services	AP042017	3,670.10	1703-279	P11006	00094201	04/20/2017
				Check Total:	3,670.10				
MW OH	HALO CONFIDENTIAL V008544	MARCH PD TRAINING, BACKGROUND	03040-6290 Dept. Contract Services	AP042017	9,676.21	0078	P10877	00094202	04/20/2017
				Check Total:	9,676.21				
MW OH	HI-WAY SAFETY RENTALS V000459	STREET SIGNS	103652-6310 Street Signs	AP042017	3,141.59	56368		00094203	04/20/2017
				Check Total:	3,141.59				
MW OH	HONEYWELL V001388	BACKS BLDG AC REPAIRS	103654-6130 Repair & Maint/Facilities	AP042017	1,112.37	5239688418		00094204	04/20/2017
				Check Total:	1,112.37				
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 4/8 PD 4/14	0010-2170 Deferred Comp Payable - ICMA	AP042017	1,309.54	041317I		00094205	04/20/2017
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 4/8 PD 4/14	0048-2170 Deferred Comp Payable - ICMA	AP042017	24.00	041317I		00094205	04/20/2017
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 4/8 PD 4/14	0029-2170 Deferred Comp Payable - ICMA	AP042017	24.00	041317I		00094205	04/20/2017
				Check Total:	1,357.54				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION CONTROLLER	103655-6301 Special Department Supplies	AP042017	472.25	2905084-00		00094206	04/20/2017

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				Check Total:	472.25				
MW OH	INTERNATIONAL CODE V002643	2016 CA BUILDING CODE BOOKS	102532-6320 Books & Periodicals	AP042017	1,205.77	100762032		00094207	04/20/2017
				Check Total:	1,205.77				
MW OH	KENEHAN, KELLY V010421	ICMA LOAN OVER PAYMENT	0010-2170 Deferred Comp Payable - ICMA	AP042017	115.76	041917A		00094208	04/20/2017
				Check Total:	115.76				
MW OH	KOA CORPORATION V006654	MARCH EOC CONSTRUCTION SVS	333554-6185 / 61093-6185 Construction Services	AP042017	725.00	0000007	P10902	00094209	04/20/2017
				Check Total:	725.00				
MW OH	KOURA, KEVIN V009977	DMV RENEWAL REIMBURSEMENT	103652-6301 Special Department Supplies	AP042017	78.00	041917		00094210	04/20/2017
				Check Total:	78.00				
MW OH	LUGO, ROMAN V010422	BLDG PERMIT REFUND	100000-4162 Plumbing Permits	AP042017	307.20	040117		00094211	04/20/2017
MW OH	LUGO, ROMAN V010422	BLDG PERMIT REFUND	100000-4166 Heat/Ventilation Air Cond	AP042017	190.40	040117		00094211	04/20/2017
MW OH	LUGO, ROMAN V010422	BLDG PERMIT REFUND	100000-4160 Building Permits	AP042017	1,124.20	040117		00094211	04/20/2017
MW OH	LUGO, ROMAN V010422	BLDG PERMEIT REFUND	100000-4164 Electrical Permits	AP042017	82.40	040117		00094211	04/20/2017
				Check Total:	1,704.20				
MW OH	MC FADDEN-DALE V000635	VEHICLE MAINT SUPPLIES	103658-6301 Special Department Supplies	AP042017	51.07	280468/5		00094212	04/20/2017
				Check Total:	51.07				
MW OH	MERCHANTS LANDSCAPE V010092	MARCH LANDSCAPE MAINT	0010-1220 Accts Rec/Plac Library Dist	AP042017	1,452.49	49576	P10863	00094213	04/20/2017
MW OH	MERCHANTS LANDSCAPE V010092	MARCH LANDSCAPE MAINT	103655-6115 Landscaping	AP042017	38,025.47	49576	P10863	00094213	04/20/2017

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MW OH	MERCHANTS LANDSCAPE V010092	MARCH LANDSCAPE MAINT - LMD	296561-6115 Landscaping	AP042017	8,724.28	49576	P10863	00094213	04/20/2017
					Check Total:	48,202.24			
MW OH	MONJARAS & WISMEYER V009860	ERGONOMIC EVALUATION	404580-5165 Workers' Compensation Claims	AP042017	1,469.71	14881		00094214	04/20/2017
					Check Total:	1,469.71			
MW OH	MUNITEMPS V009595	11/28-12/8 CITY CLERK SVS	101513-6099 Professional Services	AP042017	5,102.13	126925	P10984	00094215	04/20/2017
MW OH	MUNITEMPS V009595	12/12-15 CITY CLERK SVS	101513-6099 Professional Services	AP042017	2,380.00	126951	P10984	00094215	04/20/2017
MW OH	MUNITEMPS V009595	12/13-15 CODE ENFORCEMENT SVS	103046-6099 Professional Services	AP042017	1,008.00	126952	P11002	00094215	04/20/2017
					Check Total:	8,490.13			
MW OH	ND CONSTRUCTION V010336	INSTALL RRFB SYSTEMS	103652-6099 Professional Services	AP042017	3,850.00	12772	P11028	00094216	04/20/2017
					Check Total:	3,850.00			
MW OH	NUVIS V010153	MARCH TOD MASTER PLAN SVS	332531-6017 / 61086-6017 Special Studies	AP042017	3,764.00	21349	P11008	00094217	04/20/2017
					Check Total:	3,764.00			
MW OH	OC PLUMBING V004312	VAQUEROS SEWER MAINT	103655-6130 Repair & Maint/Facilities	AP042017	199.50	17970		00094218	04/20/2017
					Check Total:	199.50			
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	AP042017	226.63	59945		00094219	04/20/2017
					Check Total:	226.63			
MW OH	ONE STOP PARTS SOURCE V007231	CREDIT	103658-6134 Vehicle Repair & Maintenance	AP042017	-140.42	651896		00094220	04/20/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP042017	106.65	657220		00094220	04/20/2017

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP042017	6.28	657333		00094220	04/20/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP042017	306.02	657432		00094220	04/20/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP042017	130.70	657453		00094220	04/20/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP042017	173.00	657607		00094220	04/20/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP042017	38.08	657943		00094220	04/20/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP042017	100.29	657959		00094220	04/20/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP042017	67.62	657969		00094220	04/20/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP042017	234.31	658610		00094220	04/20/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP042017	147.95	658652		00094220	04/20/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP042017	301.70	658654		00094220	04/20/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP042017	68.53	658655		00094220	04/20/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP042017	35.07	658772		00094220	04/20/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP042017	21.54	658915		00094220	04/20/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP042017	63.03	659122		00094220	04/20/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP042017	92.44	659370		00094220	04/20/2017

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP042017	32.97	660446		00094220	04/20/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP042017	17.56	660576		00094220	04/20/2017
					Check Total:	1,803.32			
MW OH	ORANGE COUNTY V007306	3RD QTR ANIMAL CARE SERVICES	103045-6280 Animal Control Services	AP042017	16,034.94	AC1790058	P10916	00094221	04/20/2017
					Check Total:	16,034.94			
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP042017	295.77	1020178134		00094222	04/20/2017
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP042017	302.92	1020178512		00094222	04/20/2017
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP042017	1,212.71	1020178892		00094222	04/20/2017
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP042017	1,663.24	1020178966		00094222	04/20/2017
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP042017	290.93	1020179050		00094222	04/20/2017
					Check Total:	3,765.57			
MW OH	PARTS SOURCE V000817	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP042017	40.66	694468		00094223	04/20/2017
MW OH	PARTS SOURCE V000817	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP042017	73.37	69489		00094223	04/20/2017
MW OH	PARTS SOURCE V000817	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP042017	162.21	70136		00094223	04/20/2017
					Check Total:	276.24			
MW OH	PLACENTIA 120 LLC V010164	FEB-MARCH CAR WASHES	103658-6134 Vehicle Repair & Maintenance	AP042017	381.76	120C06		00094224	04/20/2017
					Check Total:	381.76			

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PROCURE AMERICA V009591	JAN-MARCH UTILITY SAVINGS	109595-6330 Electricity	AP042017	8,385.39	3-1710U	P10867	00094225	04/20/2017
					Check Total:	8,385.39			
MW OH	RAGGED ROBIN RANCH INC4/3-13 PLANNING TECH SVS V009274		102531-6290 Dept. Contract Services	AP042017	2,520.00	CR41317	P10994	00094226	04/20/2017
					Check Total:	2,520.00			
MW OH	RELIANCE STANDARD LIFE JAN LTD/GL INSURANCE POLICY V008214		109595-5169 STD Ins Premium	AP042017	5,840.65	01012017 LTD		00094227	04/20/2017
MW OH	RELIANCE STANDARD LIFE FEB LTD/GL INSURANCE POLICY V008214		109595-5169 STD Ins Premium	AP042017	5,840.65	02012017 LTD		00094227	04/20/2017
MW OH	RELIANCE STANDARD LIFE MAR LTD/GL INSURANCE POLICY V008214		109595-5169 STD Ins Premium	AP042017	5,840.65	03012017 LTD		00094227	04/20/2017
MW OH	RELIANCE STANDARD LIFE MARCH INSURANCE PREMIUMS V008214		109595-5169 STD Ins Premium	AP042017	2,352.17	03012017 STD		00094227	04/20/2017
MW OH	RELIANCE STANDARD LIFE APR LTD/GL INSURANCE POLICY V008214		109595-5169 STD Ins Premium	AP042017	5,840.65	04012017 LTD		00094227	04/20/2017
MW OH	RELIANCE STANDARD LIFE APRIL INSURANCE PREMIUMS V008214		109595-5169 STD Ins Premium	AP042017	2,352.17	04012017 STD		00094227	04/20/2017
MW OH	RELIANCE STANDARD LIFE MAY LTD/GL INSURANCE POLICY V008214		109595-5169 STD Ins Premium	AP042017	5,840.65	05012017 LTD		00094227	04/20/2017
MW OH	RELIANCE STANDARD LIFE MAY INSURANCE PREMIUMS V008214		109595-5169 STD Ins Premium	AP042017	2,352.17	05012017 STD		00094227	04/20/2017
					Check Total:	36,259.76			
MW OH	SA AQUATICS V002842	MARCH FOUNTAIN MAINT	0010-1220 Accts Rec/Plac Library Dist	AP042017	142.50	204584		00094228	04/20/2017
MW OH	SA AQUATICS V002842	MARCH FOUNTAIN MAINT	103654-6290 Dept. Contract Services	AP042017	142.50	204584		00094228	04/20/2017
					Check Total:	285.00			
MW OH	SABP REPROGRAPHICS	PRINTING SERVICES	333554-6185 / 61125-6185	AP042017	64.15	218755		00094229	04/20/2017

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010152		Construction Services						
				Check Total:	64.15				
MW OH	SECOND HARVEST FOOD V005571	FEB FOOD BANK SERVICES	104071-6301 Special Department Supplies	AP042017	30.00	387602		00094230	04/20/2017
MW OH	SECOND HARVEST FOOD V005571	MARCH FOOD BANK SERVICES	104071-6301 Special Department Supplies	AP042017	30.00	392426		00094230	04/20/2017
				Check Total:	60.00				
MW OH	SERNA, MARIO V004667	TOOL REIMBURSEMENT	103658-6350 Small Tools/Equipment	AP042017	323.37	041317		00094231	04/20/2017
				Check Total:	323.37				
MW OH	SHRED-IT USA V000905	APRIL DOC SHRED SERVICES	374386-6299 Other Purchased Services	AP042017	218.30	8122123112		00094232	04/20/2017
				Check Total:	218.30				
MW OH	SUNGARD PUBLIC SECTOR V005987	MAY OS-ASP SERVICES	101523-6136 Software Maintenance	AP042017	6,258.58	135740	P10858	00094233	04/20/2017
				Check Total:	6,258.58				
MW OH	TIME WARNER CABLE V004450	4/22-5/21 CITY HALL CABLE	109595-6215 Telephone	AP042017	313.62	52862 MAY 17		00094234	04/20/2017
MW OH	TIME WARNER CABLE V004450	4/21-5/20 PW YARD CABLE	109595-6215 Telephone	AP042017	105.32	71383 MAY 17		00094234	04/20/2017
				Check Total:	418.94				
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 4/8 PD 4/14	0010-2126 Employee PARS/ARS W/H	AP042017	1,141.51	041317J		00094235	04/20/2017
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 4/8 PD 4/14	0010-2131 Employer PARS/ARS Payable	AP042017	1,141.51	041317J		00094235	04/20/2017
				Check Total:	2,283.02				
MW OH	WAKIM, ANIS V010419	B/L CITATION REFUND	100000-4101 Gross Receipts	AP042017	150.00	041917A		00094236	04/20/2017
				Check Total:	150.00				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	WEST COAST ARBORISTS V001124	INTREE STUMP REMOVAL	103655-6116 Tree Maintenance	AP042017	231.00	124312		00094237	04/20/2017
					Check Total:	231.00			
MW OH	YORBA LINDA WATER V001148	3/14-4/13 WATER CHARGES	109595-6335 Water	AP042017	545.14	041717		00094238	04/20/2017
					Check Total:	545.14			
MW OH	CITY OF PLACENTIA V000773	COURT PARKING	101001-6240 Mileage Reimbursement	AP042617	10.50	042517		00094239	04/26/2017
MW OH	CITY OF PLACENTIA V000773	STAFF SUPPLIES	109595-6301 Special Department Supplies	AP042617	64.96	042517		00094239	04/26/2017
MW OH	CITY OF PLACENTIA V000773	COURT PARKING	101001-6240 Mileage Reimbursement	AP042617	12.00	042517		00094239	04/26/2017
MW OH	CITY OF PLACENTIA V000773	RACES MTG SUPPLIES	109595-6301 Special Department Supplies	AP042617	15.96	042517		00094239	04/26/2017
MW OH	CITY OF PLACENTIA V000773	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	AP042617	27.17	042517		00094239	04/26/2017
MW OH	CITY OF PLACENTIA V000773	BREAKROOM SUPPLIES	109595-6301 Special Department Supplies	AP042617	5.38	042517		00094239	04/26/2017
MW OH	CITY OF PLACENTIA V000773	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	AP042617	27.00	042517		00094239	04/26/2017
MW OH	CITY OF PLACENTIA V000773	DD DANCE SUPPLIES	104071-6301 Special Department Supplies	AP042617	2.99	042517		00094239	04/26/2017
MW OH	CITY OF PLACENTIA V000773	DD DANCE PIZZA	104071-6301 Special Department Supplies	AP042617	16.20	042517		00094239	04/26/2017
MW OH	CITY OF PLACENTIA V000773	DD DANCE SUPPLIES	104071-6301 Special Department Supplies	AP042617	10.80	042517		00094239	04/26/2017
MW OH	CITY OF PLACENTIA V000773	DD DANCE SUPPLIES	104071-6301 Special Department Supplies	AP042617	13.92	042517		00094239	04/26/2017
MW OH	CITY OF PLACENTIA V000773	DD DANCE SUPPLIES	104071-6301 Special Department Supplies	AP042617	13.92	042517		00094239	04/26/2017

City of Placentia
Check Register
For 04/26/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CITY OF PLACENTIA V000773	CPRS MTG LUNCH	104071-6245 Meetings & Conferences	AP042617	24.87	042517		00094239	04/26/2017
MW OH	CITY OF PLACENTIA V000773	DEV SVS MTG DINNER	102531-6245 Meetings & Conferences	AP042617	27.02	042517		00094239	04/26/2017
MW OH	CITY OF PLACENTIA V000773	OFFICE SUPPLIES	102020-6315 Office Supplies	AP042617	12.69	042517		00094239	04/26/2017
MW OH	CITY OF PLACENTIA V000773	BATTERIES	102020-6315 Office Supplies	AP042617	2.09	042517		00094239	04/26/2017
MW OH	CITY OF PLACENTIA V000773	BUSINESS MTG LUNCH	101511-6245 Meetings & Conferences	AP042617	48.20	042517		00094239	04/26/2017
MW OH	CITY OF PLACENTIA V000773	MILEAGE REIMBURSEMENT	101002-6245 Meetings & Conferences	AP042617	9.42	042517		00094239	04/26/2017
MW OH	CITY OF PLACENTIA V000773	CITY CLERK MTG REG	101002-6245 Meetings & Conferences	AP042617	30.00	042517		00094239	04/26/2017
MW OH	CITY OF PLACENTIA V000773	OCFA AWARDS PARKING	101001-6245 Meetings & Conferences	AP042617	9.00	042517		00094239	04/26/2017
Check Total:					384.09				
Type Total:					540,464.22				
Check Total:					540,464.22				

City of Placentia
Electronic Disbursement Register
For 05/02/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
					Grand Total:	244,736.39			

<u>EDR Totals by ID</u>	
AP	0.00
EP	244,736.39
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>
101-General Fund (0010)	236,079.85
265-Landscape Maintenance (0029)	1,091.27
275-Sewer Maintenance (0048)	5,670.82
501-Refuse Administration (0037)	765.08
601-Employee Health & Wlfre (0039)	1,129.37

Void Total: 0.00
EDR Total: 244,736.39

Electronic Disbursement Sub Totals: 244,736.39

ACH Payroll Direct Deposit for 04/28/17: 268,397.36

Electronic Disbursement Total: 513,133.75

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	ICMA RETIREMENT TRUST V000496	PE 4/8/17 PD DATE 4/14/17	0010-2170 Deferred Comp Payable - ICMA	PY17008	13,454.12	2995/1701008		00009236	04/14/2017
EP	ICMA RETIREMENT TRUST V000496	PE 4/8/17 PD DATE 4/14/17	0029-2170 Deferred Comp Payable - ICMA	PY17008	77.00	2995/1701008		00009236	04/14/2017
EP	ICMA RETIREMENT TRUST V000496	PE 4/8/17 PD DATE 4/14/17	0048-2170 Deferred Comp Payable - ICMA	PY17008	593.22	2995/1701008		00009236	04/14/2017
EP	ICMA RETIREMENT TRUST V000496	PE 4/8/17 PD DATE 4/14/17	0037-2170 Deferred Comp Payable - ICMA	PY17008	97.50	2995/1701008		00009236	04/14/2017
Check Total:					14,221.84				
EP	AMERICAN FIDELITY V010011	P/E 4/8 PD 4/14	0010-2155 Per Sec Plan - Opt. Life	ACH041417	35.10	041417C		00009237	04/14/2017
EP	AMERICAN FIDELITY V010011	P/E 4/8 PD 4/14	395000-2187 Voluntary Plan Life	ACH041417	551.65	041417C		00009237	04/14/2017
EP	AMERICAN FIDELITY V010011	P/E 4/8 PD 4/14	0010-2188 Health Care SSA	ACH041417	1,172.88	041417C		00009237	04/14/2017
EP	AMERICAN FIDELITY V010011	P/E 4/8 PD 4/14	0029-2188 Health Care SSA	ACH041417	1.50	041417C		00009237	04/14/2017
EP	AMERICAN FIDELITY V010011	P/E 4/8 PD 4/14	0037-2188 Health Care SSA	ACH041417	5.92	041417C		00009237	04/14/2017
EP	AMERICAN FIDELITY V010011	P/E 4/8 PD 4/14	0048-2188 Health Care SSA	ACH041417	2.58	041417C		00009237	04/14/2017
Check Total:					1,769.63				
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/8 PD 4/14	0010-2145 Employee PERS Payback W/H	ACH041417	154.65	041417A		00009238	04/14/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/8 PD 4/14	0010-2150 Survivor Benefit Package	ACH041417	108.53	041417A		00009238	04/14/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/8 PD 4/14	0010-2165 PERS Employer Payable	ACH041417	348.76	041417A		00009238	04/14/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/8 PD 4/14	0010-2195 PERS Uniform	ACH041417	25.17	041417A		00009238	04/14/2017

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/8 PD 4/14	0010-2140 Employee PERS W/H	ACH041417	127,729.37	041417A		00009238	04/14/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/8 PD 4/14	0029-2140 Employee PERS W/H	ACH041417	608.59	041417A		00009238	04/14/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/8 PD 4/14	395083-5145 Retirement PERS	ACH041417	-65,914.87	041417A		00009238	04/14/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/8 PD 4/14	0029-2145 Employee PERS Payback W/H	ACH041417	4.38	041417A		00009238	04/14/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/8 PD 4/14	0029-2150 Survivor Benefit Package	ACH041417	1.06	041417A		00009238	04/14/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/8 PD 4/14	0029-2195 PERS Uniform	ACH041417	0.42	041417A		00009238	04/14/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/8 PD 4/14	0037-2140 Employee PERS W/H	ACH041417	331.73	041417A		00009238	04/14/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/8 PD 4/14	0037-2150 Survivor Benefit Package	ACH041417	0.29	041417A		00009238	04/14/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/8 PD 4/14	0048-2140 Employee PERS W/H	ACH041417	2,878.27	041417A		00009238	04/14/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/8 PD 4/14	0048-2145 Employee PERS Payback W/H	ACH041417	4.38	041417A		00009238	04/14/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/8 PD 4/14	0048-2150 Survivor Benefit Package	ACH041417	4.28	041417A		00009238	04/14/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/8 PD 4/14	0048-2165 PERS Employer Payable	ACH041417	4.00	041417A		00009238	04/14/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 4/8 PD 4/14	0048-2195 PERS Uniform	ACH041417	1.41	041417A		00009238	04/14/2017
Check Total:					66,290.42				
EP	EMPLOYMENT V010052	P/E 4/8 PD 4/14	0010-2135 Calif Income Tax W/H	ACH041417	19,415.69	041417B		00009239	04/14/2017
EP	EMPLOYMENT	P/E 4/8 PD 4/14	0029-2135	ACH041417	67.20	041417B		00009239	04/14/2017

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For 04/26/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
	V010052		Calif Income Tax W/H					
EP	EMPLOYMENT V010052	P/E 4/8 PD 4/14	0048-2135 Calif Income Tax W/H	ACH041417	449.74 041417B		00009239	04/14/2017
EP	EMPLOYMENT V010052	P/E 4/8 PD 4/14	0037-2135 Calif Income Tax W/H	ACH041417	78.48 041417B		00009239	04/14/2017
Check Total:					20,011.11			
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/8 PD 4/14	0010-2110 Federal Income Tax W/H	ACH041417	60,959.00 041417A		00009240	04/14/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/8 PD 4/14	0010-2115 Employee Medicare W/H	ACH041417	6,319.69 041417A		00009240	04/14/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/8 PD 4/14	0048-2120 Employer Medicare Payable	ACH041417	170.26 041417A		00009240	04/14/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/8 PD 4/14	0010-2120 Employer Medicare Payable	ACH041417	6,319.69 041417A		00009240	04/14/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/8 PD 4/14	0010-2125 Employee Social Sec W/H	ACH041417	18.60 041417A		00009240	04/14/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/8 PD 4/14	0010-2130 Employer Soc Sec Payable	ACH041417	18.60 041417A		00009240	04/14/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/8 PD 4/14	0029-2110 Federal Income Tax W/H	ACH041417	256.00 041417A		00009240	04/14/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/8 PD 4/14	0029-2115 Employee Medicare W/H	ACH041417	37.56 041417A		00009240	04/14/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/8 PD 4/14	0029-2120 Employer Medicare Payable	ACH041417	37.56 041417A		00009240	04/14/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/8 PD 4/14	0037-2110 Federal Income Tax W/H	ACH041417	209.80 041417A		00009240	04/14/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/8 PD 4/14	0037-2115 Employee Medicare W/H	ACH041417	20.68 041417A		00009240	04/14/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/8 PD 4/14	0037-2120 Employer Medicare Payable	ACH041417	20.68 041417A		00009240	04/14/2017

City of Placentia
Electronic Disbursement Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/8 PD 4/14	0048-2110 Federal Income Tax W/H	ACH041417	1,392.42 041417A		00009240	04/14/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 4/8 PD 4/14	0048-2115 Employee Medicare W/H	ACH041417	170.26 041417A		00009240	04/14/2017
					Check Total:	75,950.80		
EP	ACOSTA, JOAQUIN E000017	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	220.00 MAY 17		00009241	05/01/2017
					Check Total:	220.00		
EP	ALDWIR, MAMOUN E000113	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	1,268.72 MAY 17		00009242	05/01/2017
					Check Total:	1,268.72		
EP	ANDERSON, MARLA E000071	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	569.00 MAY 17		00009243	05/01/2017
					Check Total:	569.00		
EP	ARMSTRONG, JOHN T E000046	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	1,628.59 MAY 17		00009244	05/01/2017
					Check Total:	1,628.59		
EP	AUDISS, JAY SCOTT E000125	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	1,654.00 MAY 17		00009245	05/01/2017
					Check Total:	1,654.00		
EP	BABCOCK, CHARLES A E000015	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	313.00 MAY 17		00009246	05/01/2017
					Check Total:	313.00		
EP	BEALS, SHARLENE E000076	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	220.00 MAY 17		00009247	05/01/2017
					Check Total:	220.00		
EP	BERMUDEZ, ALBERT E000124	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	547.98 MAY 17		00009248	05/01/2017
					Check Total:	547.98		

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BONESCHANS, DENNIS E000020	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	220.00	MAY 17		00009249	05/01/2017
				Check Total:	220.00				
EP	BUNNELL, DONALD E000062	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	569.00	MAY 17		00009250	05/01/2017
				Check Total:	569.00				
EP	BURGNER, ARTHUR E000074	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	569.00	MAY 17		00009251	05/01/2017
				Check Total:	569.00				
EP	CHANDLER, JOHN P E000109	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	1,266.00	MAY 17		00009252	05/01/2017
				Check Total:	1,266.00				
EP	CHANG, ROBERT E000107	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	1,729.52	MAY 17		00009253	05/01/2017
				Check Total:	1,729.52				
EP	COBBETT, GEOFFREY E000007	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	569.00	MAY 17		00009254	05/01/2017
				Check Total:	569.00				
EP	COOK, ARLENE M E000018	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	569.00	MAY 17		00009255	05/01/2017
				Check Total:	569.00				
EP	D'AMATO, ROBERT E000056	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	220.00	MAY 17		00009256	05/01/2017
				Check Total:	220.00				
EP	DAVID, PRESTON E000112	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	1,351.00	MAY 17		00009257	05/01/2017
				Check Total:	1,351.00				
EP	DELOS SANTOS, JAMIE E000045	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	1,300.86	MAY 17		00009258	05/01/2017

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	1,300.86				
EP	DICKSON, ROBERTA JO E000011	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	220.00	MAY 17		00009259	05/01/2017
				Check Total:	220.00				
EP	DOWNEY, CAROL E000082	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	569.00	MAY 17		00009260	05/01/2017
				Check Total:	569.00				
EP	ECKENRODE, NORMAN E000029	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	569.00	MAY 17		00009261	05/01/2017
				Check Total:	569.00				
EP	ELSTRO, ANN M E000027	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	569.00	MAY 17		00009262	05/01/2017
				Check Total:	569.00				
EP	ESCOBOSA, LILLIAN E000055	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	569.00	MAY 17		00009263	05/01/2017
				Check Total:	569.00				
EP	ESPINOZA, ROSALINDA E000016	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	586.43	MAY 17		00009264	05/01/2017
				Check Total:	586.43				
EP	FRICKE, JUERGEN E000075	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	750.00	MAY 17		00009265	05/01/2017
				Check Total:	750.00				
EP	FULLER, GLENN H E000081	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	750.00	MAY 17		00009266	05/01/2017
				Check Total:	750.00				
EP	GALLANT, KAREN E000008	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	569.00	MAY 17		00009267	05/01/2017
				Check Total:	569.00				
EP	GARNER, JO ANN	MAY MEDICAL REIMBURSEMENT	395083-5161	ACH050117	569.00	MAY 17		00009268	05/01/2017

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000047		Health Insurance Premiums						
				Check Total:	569.00				
EP	GARNER, KITTY E000080	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	870.00	MAY 17		00009269	05/01/2017
				Check Total:	870.00				
EP	GOMEZ, DANIEL E000049	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	569.00	MAY 17		00009270	05/01/2017
				Check Total:	569.00				
EP	GRIMM, DENNIS L E000042	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	536.00	MAY 17		00009271	05/01/2017
				Check Total:	536.00				
EP	HOCH, ELEANOR M E000078	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	220.00	MAY 17		00009272	05/01/2017
				Check Total:	220.00				
EP	HOLTSCRAW, KATHERINE E000121	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	471.54	MAY 17		00009273	05/01/2017
				Check Total:	471.54				
EP	IRVINE, SUZETTE E000019	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	569.00	MAY 17		00009274	05/01/2017
				Check Total:	569.00				
EP	JENKINS, ROBERT E000084	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	579.26	MAY 17		00009275	05/01/2017
				Check Total:	579.26				
EP	JOHNSON, SHARON E000099	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	569.00	MAY 17		00009276	05/01/2017
				Check Total:	569.00				
EP	JONES, ROBERT E000053	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	196.21	MAY 17		00009277	05/01/2017

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	196.21				
EP	JUDD, TERRELL E000115	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	1,795.00	MAY 17		00009278	05/01/2017
				Check Total:	1,795.00				
EP	KIRKLAND, RICHARD L E000110	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	196.21	MAY 17		00009279	05/01/2017
				Check Total:	196.21				
EP	LITTLE, DIANE M E000098	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	536.00	MAY 17		00009280	05/01/2017
				Check Total:	536.00				
EP	LOOMIS, CORINNE E000122	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	612.00	MAY 17		00009281	05/01/2017
				Check Total:	612.00				
EP	LOWREY, B J E000041	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	313.00	MAY 17		00009282	05/01/2017
				Check Total:	313.00				
EP	MAERTZWEILER, MICHAEL E000032	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	569.00	MAY 17		00009283	05/01/2017
				Check Total:	569.00				
EP	MANNING, VEDA M E000063	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	220.00	MAY 17		00009284	05/01/2017
				Check Total:	220.00				
EP	MILANO, JAMES E000054	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	569.00	MAY 17		00009285	05/01/2017
				Check Total:	569.00				
EP	MILLER, RICHARD E000106	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	1,266.00	MAY 17		00009286	05/01/2017
				Check Total:	1,266.00				
EP	MOORE, LARRY W	MAY MEDICAL REIMBURSEMENT	395083-5161	ACH050117	220.00	MAY 17		00009287	05/01/2017

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000044		Health Insurance Premiums						
				Check Total:	220.00				
EP	OLEA, ARLENE J E000014	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	1,351.00	MAY 17		00009288	05/01/2017
				Check Total:	1,351.00				
EP	ORTEGA, MANUEL E E000100	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	697.00	MAY 17		00009289	05/01/2017
				Check Total:	697.00				
EP	PALMER, GEORGE E000094	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	1,042.00	MAY 17		00009290	05/01/2017
				Check Total:	1,042.00				
EP	PASCARELLA, RICHARD E000129	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	1,654.00	MAY 17		00009291	05/01/2017
				Check Total:	1,654.00				
EP	PASCUA, RAYNALD E000114	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	1,729.52	MAY 17		00009292	05/01/2017
				Check Total:	1,729.52				
EP	PASPALL, MIHAJLO E000085	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	520.42	MAY 17		00009293	05/01/2017
				Check Total:	520.42				
EP	PEREZ, ROBERT E000111	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	196.21	MAY 17		00009294	05/01/2017
				Check Total:	196.21				
EP	PICHON, WALTER E000103	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	261.76	MAY 17		00009295	05/01/2017
				Check Total:	261.76				
EP	PINEDA, MATEO E000127	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	772.02	MAY 17		00009296	05/01/2017

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	772.02				
EP	PONCE, EDMUND M E000040	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	220.00	MAY 17		00009297	05/01/2017
				Check Total:	220.00				
EP	REDIFER, KIM R E000022	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	750.00	MAY 17		00009298	05/01/2017
				Check Total:	750.00				
EP	RENDEN, BRIAN E000083	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	1,223.96	MAY 17		00009299	05/01/2017
				Check Total:	1,223.96				
EP	REYES, ROGER T E000024	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	569.00	MAY 17		00009300	05/01/2017
				Check Total:	569.00				
EP	RICE, RUSSELL J E000059	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	1,339.00	MAY 17		00009301	05/01/2017
				Check Total:	1,339.00				
EP	RISHER, THOMAS A E000013	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	569.00	MAY 17		00009302	05/01/2017
				Check Total:	569.00				
EP	RIVERA, AIDA E000026	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	220.00	MAY 17		00009303	05/01/2017
				Check Total:	220.00				
EP	ROACH, MICHAEL E000105	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	1,266.00	MAY 17		00009304	05/01/2017
				Check Total:	1,266.00				
EP	ROBB, SANDRA E000043	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	569.00	MAY 17		00009305	05/01/2017
				Check Total:	569.00				
EP	ROBERTSON, JAMES S	MAY MEDICAL REIMBURSEMENT	395083-5161	ACH050117	225.63	MAY 17		00009306	05/01/2017

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000093		Health Insurance Premiums						
				Check Total:	225.63				
EP	ROKOSZ, KEN A E000035	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	612.00	MAY 17		00009307	05/01/2017
				Check Total:	612.00				
EP	ROSE, RICHARD D E000050	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	984.63	MAY 17		00009308	05/01/2017
				Check Total:	984.63				
EP	SALE, LEE R E000031	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	569.00	MAY 17		00009309	05/01/2017
				Check Total:	569.00				
EP	SANCHEZ, LAURA E000058	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	220.00	MAY 17		00009310	05/01/2017
				Check Total:	220.00				
EP	SANGOLUISA, ZORA G E000048	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	220.00	MAY 17		00009311	05/01/2017
				Check Total:	220.00				
EP	SCHLIEDER, BEVERLY E000120	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	1,529.58	MAY 17		00009312	05/01/2017
				Check Total:	1,529.58				
EP	SMITH, WARD E000128	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	1,748.00	MAY 17		00009313	05/01/2017
				Check Total:	1,748.00				
EP	SOMOYA, JOHN P E000089	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	750.00	MAY 17		00009314	05/01/2017
				Check Total:	750.00				
EP	SOTO, PHILIP J E000052	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	569.00	MAY 17		00009315	05/01/2017

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	569.00				
EP	SPRAGUE, GARY A E000064	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	1,654.00	MAY 17		00009316	05/01/2017
				Check Total:	1,654.00				
EP	STEPHEN, JEFFREY E000119	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	1,430.80	MAY 17		00009317	05/01/2017
				Check Total:	1,430.80				
EP	TAYLOR, DAVID M E000088	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	536.00	MAY 17		00009318	05/01/2017
				Check Total:	536.00				
EP	TAYLOR, LINDA E000126	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	509.53	MAY 17		00009319	05/01/2017
				Check Total:	509.53				
EP	THOMANN, DARYLL L E000101	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	579.26	MAY 17		00009320	05/01/2017
				Check Total:	579.26				
EP	TRIFOS, WILLIAM E000104	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	1,513.00	MAY 17		00009321	05/01/2017
				Check Total:	1,513.00				
EP	VALENTINE, THOMAS E000118	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	1,266.00	MAY 17		00009322	05/01/2017
				Check Total:	1,266.00				
EP	VERSTYNEN, WILLIAM E000092	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	196.21	MAY 17		00009323	05/01/2017
				Check Total:	196.21				
EP	WAHL, KATHLEEN A E000030	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	220.00	MAY 17		00009324	05/01/2017
				Check Total:	220.00				
EP	WIEST, STEPHEN	MAY MEDICAL REIMBURSEMENT	395083-5161	ACH050117	569.00	MAY 17		00009325	05/01/2017

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000079		Health Insurance Premiums						
				Check Total:	569.00				
EP	WORDEN, LARRY M E000116	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	1,223.96	MAY 17		00009326	05/01/2017
				Check Total:	1,223.96				
EP	YAMAGUCHI, BRIAN E000123	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	1,266.00	MAY 17		00009327	05/01/2017
				Check Total:	1,266.00				
EP	ZAMORA, JERRY E000037	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	750.00	MAY 17		00009328	05/01/2017
				Check Total:	750.00				
EP	ZINN, JOHN E000009	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH050117	1,019.78	MAY 17		00009329	05/01/2017
				Check Total:	1,019.78				
				Type Total:	244,736.39				
				Check Total:	244,736.39				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: MAY 2, 2017

SUBJECT: **ACCEPTANCE OF CONSTRUCTION WORK AND NOTICE OF COMPLETION FOR THE OCTA M2 ENVIRONMENTAL CLEANUP PROGRAM TIER 1 GRANT CATCH BASIN INSERT PROJECT PHASE 3**

FISCAL
IMPACT: EXPENSE: \$ 266,700
REVENUE: \$ 200,000 OCTA M2 ENVIRONMENTAL CLEANUP GRANT
\$ 50,974 STORM DRAIN FUND
\$ 10,354 GENERAL FUND
\$ 5,372 CALRECYCLE OIL PAYMENT PROGRAM FUND

SUMMARY:

On February 21, 2017, the City Council awarded a contract to G2 Construction, Inc., for construction of the Orange County Transportation Authority (OCTA) Measure M2 Environmental Cleanup Program Tier 1 Grant Catch Basin Insert Project, Phase 3. This action concludes the Project and authorizes filing a Notice of Completion with the Orange County Clerk Recorder's Office in the amount of \$266,700.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Accept the work performed by G2 Construction, Inc., for construction of the OCTA M2 Environmental Cleanup Program Tier 1 Grant Catch Basin Insert Project Phase 3 in the total amount of \$266,700; and
2. Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk Recorder's Office for the Project; and
3. Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

DISCUSSION:

The City was awarded a grant from the OCTA Measure M2 – Environmental Clean Up for this project. The City's grant application was approved for installation of automatic retractable screens

1.c.
May 2, 2017

with connector pipe screens at one-hundred and thirteen (113) catch basins located throughout the City (the "Project"). Subsequently, on February 21, 2017 the City Council awarded a contract to G2 Construction, Inc., in the amount of \$266,700 for construction of this Project. The City also used additional grant funds from the State of California Used Oil Payment Program to help fund this Project.

These screens are designed to cover the entire existing catch basin curb openings to prevent trash and debris from entering the storm drain system. In a rain event, the locking mechanism that secures the screen is automatically opened, which eliminates potential flooding and enables the water to flow into the storm drain system. With the installation of the automatic retractable screens, the City expects a 90% reduction in transportation-related stormdrain pollution after implementing the Project. This includes the most visible forms of pollutants such as litter and debris (plastics, food containers, bags, bottles), trash (paper, cigarette butts), and vegetative debris (leaves, branches, landscaping), which currently enters the City's stormdrain system, and ultimately drains to the ocean.

Work on this project was completed on April 11, 2017. The City is prepared to accept the contractor's work and file a Notice of Completion with the Orange County Clerk Recorder's Office for this Project. In addition, the Director of Public Works is prepared to release \$13,335, which is the amount held in retention 35 days after the filing of the Notice of Completion.

FISCAL IMPACT:

The City utilized \$200,000 from the OCTA M2 Environmental Cleanup Program Tier 1 Grant Program which required a twenty-five (25%) local match in which the City used \$50,974 from the Storm Drain Construction Fund, \$10,354 from the General Fund and \$5,372 in State of California Used Oil Payment Program grant funds to fulfill the match requirement.

Submitted by:



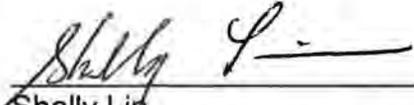
Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



Luis Estevez
Director of Public Works

Reviewed and approved:



Shally Lin
Interim Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

1. Notice of Completion

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name City Clerk
Street City of Placentia
Address 401 E. Chapman Ave.
City & State Placentia, CA 92870

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Free Recording Per Government Code Section 6103

City Council Approval:

Deputy City Clerk

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for Complete requirements.)

Notice is hereby given that:

- 1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Placentia
3. The full address of the owner is 401 East Chapman Avenue
Placentia, CA 92870

4. The nature of the interest or estate of the owner is: In fee.

N/A

(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are: NAMES ADDRESSES

N/A

6. A work of improvement on the property hereinafter described was completed on April 11, 2017. The work done was:

The project consisted of installation of automatic retractable screens for catch basin locations within the City.

The name of the contractor, if any, for such work of improvement was G2 Construction, Inc.

7. 1352 E. Borchard Avenue, Santa Ana, CA 92705

02/21/2017

(If no contractor for work of improvement as a whole, insert "none".)

(Date of Contract)

8. The property on which said work of improvement was completed is in the city of Placentia

County of Orange, State of California, and is described as follows: OCTA M2 Environmental Cleanup Program Tier 1 Grant Project Phase 3

9. The street address of said property is "none"

(If no street address has been officially assigned, insert "none".)

CITY OF PLACENTIA

Dated: 5-02-2017

Verification for Individual Owner

Signature of owner or corporate officer of owner named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the City Administrator the declarant of the foregoing ("President of", "Manager of", "Owner of", etc.)

Notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 02, 2017, at Placentia, California.

(Date of Signature)

(City where signed.)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true.)



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: MAY 2, 2017

SUBJECT: **INSTALLATION OF OUTDOOR EXERCISE AREA AT SANTA FE PARK**

FISCAL
IMPACT: EXPENSE: \$32,142.90 EXERCISE EQUIPMENT
EXPENSE: \$19,750.00 CONCRETE
OFFSETTING REVENUE: \$51,892.90 ST. JUDE HOSPITAL GRANT

SUMMARY:

In July 2016 the City accepted a restricted project grant from St. Jude Hospital (St. Jude) to enable the City to continue promoting healthy lifestyles in low income neighborhoods by installing a new outdoor exercise area at Santa Fe Park. Staff recommends acquiring the outdoor exercise equipment from Greenfields Outdoor Fitness, Inc. (Greenfields) in the amount of \$32,142.90. This will make the equipment consistent with the other three park locations where their equipment has already been installed. Staff also recommends selecting City Service Paving to perform the concrete work necessary for installation of the equipment in the amount of \$19,750.00.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve the acquisition of outdoor exercise equipment from Greenfields Outdoor Fitness, Inc. in the amount of \$32,142.90 for Santa Fe Park; and
2. Approve the Public Works Agreement for Installation of Concrete with City Service Paving in the amount of \$19,750.00; and
3. Authorize the City Administrator and/or his designee to execute all necessary purchase documents on behalf of the City, in a form approved by the City Attorney.

DISCUSSION:

St. Jude is working collaboratively with several North Orange County Cities to develop policies that will encourage healthy eating and active living and create infrastructure improvements designed to provide more opportunities for outdoor physical activities. In order to meet this goal, St. Jude has provided grant funding to concentrate efforts on seeking additional funding to

1.d.
May 2, 2017

support program and policy changes, improve existing outdoor activity spaces, and incorporate health and wellness aspects when developing or refining City policies.

Over the past two years grants from St. Jude have already successfully assisted the City of Placentia with the installation of outdoor exercise equipment at Kraemer Park, McFadden Park, and Parque De Los Ninos. The outdoor exercise equipment at these locations is in constant use by residents. Staff from Public Works and Community Services Departments evaluated additional sites and recommended Santa Fe Park to be the fourth location.

Santa Fe Park is two blocks from Old Town Placentia. It is also located directly across the street from a large, high density apartment complex. Over a dozen other apartment complexes are only a few blocks away. The houses in the areas north of Santa Fe Park are considered Community Development Block Grant (CDBG) low income census tract areas with many families sharing homes and apartments with very limited outdoor activity space. The park has a very large open grass space in the northeast corner that is underutilized. The grant will enable the City to improve this area by placing outdoor exercise equipment across from the playground to encourage families and parents to exercise while their children play.

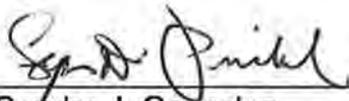
Staff recommends selecting Greenfields in order to maintain uniformity in outdoor exercise equipment. The Greenfields brand of equipment has also proven to be very durable and reliable. Staff also recommends selecting City Service Paving to perform the concrete work necessary for installation of the equipment. City Service Paving submitted the lowest qualified estimate based on the City's financial policies and procedures.

FISCAL IMPACT:

The acquisition of the outdoor exercise equipment from Greenfields for \$32,142.90 will be paid by utilizing grant funding from St. Jude. The cost for creating the concrete base for the equipment is estimated at \$19,750 and will also be paid for by utilizing grant funding from St. Jude. No General Fund dollars will be used on this project.

Prepared by:

Reviewed and approved:


for Sandra J. Gonzalez
Director of Community Services


Damien R. Arrula
City Administrator

Attachments:

1. Proposal from Greenfields Outdoor Fitness Inc. (Santa Fe Park)
2. City Service Paving estimate and two (2) competing estimates
3. City Service Paving Public Works Agreement



2617 West Woodland Drive, Anaheim, CA 92801 USA
 T: 888.315.9037 F: 866.308.9719 Info@Greenfieldsfitness.com

Customer Quotation

Date	Quote #
1/19/2017	Q007930

Sold To
City of Placentia Maria Elena Maurer 401 E. Chapman Ave. Placentia, CA 92870 Tel: 714-993-8203 Fax: E-mail: mmaurer@placentia.org

Ship To
Santa Fe Park

Project Name	Terms	Quote Valid Until	Rep
Santa Fe Park	Due on receipt	2/28/2017	SM

Item	Description	Color	Qt	Rate	Total
SGR2005-1-21	4-Person Lower Body Combo (surface mount)	Green / Tan / Green	1	4,245.00	4,245.00T
SGR2005-1-22	4-Person Pendulum, Abs & Dip Station (surface mount)	Green / Tan / Green	1	3,945.00	3,945.00T
SGR2005-1-42	2-Person Back & Arms Combo (surface mount)	Green / Tan / Green	1	4,245.00	4,245.00T
SGR2005-1-48-W	Wheelchair Accessible Lat Pull Down (surface mount)	Green / Tan / Green	1	5,145.00	5,145.00T
SGR2005-1-48A-W	Wheelchair Accessible Chest Press (surface mount)	Green / Tan / Green	1	5,145.00	5,145.00T
SGR2005-1-104N	4-Person Leg Press (surface mount)	Green / Tan / Green	1	5,245.00	5,245.00T
GR2005-1-105	Announcement board	Green	1	1,450.00	1,450.00T
	Subtotal				29,420.00
Shipping	Ships in large crates - forklift is needed to unload			1,250.00	1,250.00
On-Site Supervisi...	On-Site Warranty Inspection & Supervision		1	1,250.00	1,250.00
Donation	Donation to the City of Placentia			-1,920.00	-1,920.00
	All units are Surface Mount installation method.				

Additional Terms and Conditions of Sale

1. THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Greenfields Outdoor Fitness, Inc. ("Greenfields") objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Greenfields to ship the Equipment and agrees to pay Greenfields the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Greenfields. Payment terms are specified on Quote and all charges are due and payable in full to Greenfields Outdoor Fitness Inc, 2617 West Woodland Drive, Anaheim, CA 92801 unless notified otherwise by Greenfields in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Greenfields, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at customers own expense. Purchase orders and payments should be made to the order of Greenfields Outdoor Fitness, Inc.

2. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment as recommended by Greenfields.

3. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Greenfields shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the uniform Commercial Code. Customer agrees to assist and cooperate with Greenfields to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Greenfields of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by Greenfields in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Greenfields as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Greenfields within ten (10) days after the date on which due.

CUSTOMER APPROVAL I hereby approve this order, the item selection, color selection and overall Terms & Conditions of this order. Name: _____ Date: _____ Signature: _____ PLEASE SIGN & FAX BACK TO: 866-308-9719	Subtotal	\$30,000.00
	Sales Tax (7.75%)	\$2,142.90
	Total	\$32,142.90



CITY SERVICE

PAVING

LIC. #502305

920 LAWRENCE STREET PLACENTIA, CA 92870

SINCE 1975

Phone: 714-642-1502 Fax: 714-984-8140 Email: Chris@citypaving.com

Proposal & Contract #130CM

PROPOSAL SUBMITTED TO: Maria Elena Maurer City of Placentia	PHONE: 714-993-8117 FAX:	DATE January 30, 2017
ADDRESS: 401 E. Chapman Ave.	JOB NAME: Santa Fe Park	
CITY, STATE & ZIP: Placentia, CA 92870	JOB LOCATION: 550 W. Santa Fe Ave. Placentia, CA 92870	

We hereby agree to furnish all labor, materials and equipment for the completion, in a good and Workmanlike manner, of the work described below.

WORK TO BE PERFORMED

*As per plans provided by City of Placentia.
(Prevailing Wage)*

Santa Fe Park:

1. Site preparation and Grading

- Remove existing vegetation and haul off to legal dumpsite. (Approx. 1,200 sq. ft.)
- Rough grade open area to a depth up to 8 1/2" below surface, in preparation for new concrete.

2. New concrete install.

- Form and Pour 5 1/2" of new concrete slab over 3" of Class II CMB using #4 REBAR set 12" on center each way for reinforcement.
- Form and Pour new section of sidewalk walkway minimum 5' wide to connect to existing concrete pathway
- Drill, Epoxy and Install Anchor bolts per Equipment Installers direction.

Total Amount: \$19,750.00

TERMS AND CONDITIONS OF CONTRACT: PAYMENT DUE UPON COMPLETION

In this agreement Contractor means City Service Paving, and owner means owner and/or any general contractor and/or agent of owner

- Any changes required by owner shall be authorized in writing and paid by owner at contractor's prevailing rates unless quoted and agreed upon in writing.
- Owner agrees to furnish to job site necessary and adequate water supply at owner's expense.
- Contractor assumes no liability for damages to underground pipes, septic tanks, cesspools or other underground structures; and any extra expense caused the contractor by the existence or location thereof shall be charged to buyer
- Owner agrees to pay attorney's and court costs in event suit is instituted to collect any amounts due contractor
- If work is to be performed according to owner's specifications of labors and materials, contractor does not assume responsibility for any defects
- We are not responsible for reflective cracking on resurface areas, re-growth of vegetation, underground utilities, (unless notified in writing), pre-existing engineering will respect to drainage, back-fill and compaction installed by others. Engineering, staking, testing, inspection, permits, bonds and fees are not included.
- Sticky Seal has a tendency not to adhere in oil-saturated asphalt

NOTICE IS HEREBY GIVEN THAT WORK AND MATERIAL FURNISHED BY CONTRACTOR MAY SUBJECT THE PROPERTY ON WHICH SAID WORK IS PERFORMED TO THE LIEN LAWS OF THE STATE OF CALIFORNIA PURSUANT TO SECTION 1193 OF THE CODE OF CIVIL PROCEDURE OF SAID STATE.

Company

Owner/ Agent and Title

Date


Brett Beck - Project Manager - Cell: 714/310-4978

ORTIZ CONSTRUCTION SERVICES ORR 015

DEMO - GRADING - CONCRETE - PAVING - A.D.A.

7161 McNeil (714) 522-3994

Buena Park, CA 90620 FAX (714) 522-1958

Lic.# 429887

PROPOSAL AND CONTRACT #9977TB

PROPOSAL SUBMITTED TO: City of Placentia

ATTN: Maria Elena Maurer

DATE: 1/30/2017

STREET, CITY, STATE, & ZIP CODE: 401 E. Chapman Ave. Placentia, CA 92870

PHONE: 714/993-8117

FAX:

JOB NAME: Santa Fe Park

JOB LOCATION: 550 W. Santa Fe Ave. Placentia, CA 92870

New Concrete Pad Install (Prevailing Wage)

- #1 Dig out approx. 8 1/2" of soil in approx. 1,200 sq. ft. of area.
- #2 Haul off spoils to legal dumpsite.
- #3 Provide and Install 3" of crushed base material over same 1,200 sq. ft. Roll and Compact.
- #4 Provide and Install #4 rebar over 1,200 sq. ft. and set 12" O.C.E.W.
- #5 Install 5 1/2" of new concrete slab over same area. (1,200 sq. ft.)
- #6 Construct new section of 5' wide sidewalk section and dowel into adjacent walkway.
- #7 Drill, Epoxy and Install anchor bolts per equipment installer's direction.

Proposal Amount: \$21,970.00

PAYMENT IS TO BE MADE AS FOLLOWS: Payment upon completion

All material is guarantee to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra.

Charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

AUTHORIZED
SIGNATURE


Tony Brunetti

NOTE: This proposal may be withdrawn or as not accepted within 15 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be as outlined above.

SIGNATURE _____

DATE OF ACCEPTANCE _____

SIGNATURE _____

Section 106.5 of the Business and Professions Code specifies that any contractor who receives a progress payment on work, must within 10 days pay each subcontractor its share of the payment. Late charges on overdue payments will be charged at the rate of 1.5% per month and any collection charges including all costs and reasonable attorneys fees in the event that suit should be instituted against the contractor to recover any charges billed herein.

Hensel Diversified Construction Services

P.O. Box 638, La Habra, CA 90633-0638
LIC. # B706548

January 31, 2017
SUBMITTED TO:

Proposal # 0131171

City of Placentia

RE: Santa Fe Park

Scope of Work:

SANTA FE PARK
550 W. Santa Fe Avenue
Placentia, CA 92870

Work to be Performed (as per plans provided by Greenfields Outdoor Fitness)
(Prevailing Wage is required)

1. Site Preparation and Grading
 - Remove existing vegetation to minimum 8-1/2" depth and haul to legal dumpsite (approx. 1,200 sq.ft.)
 - Rough grade open area in preparation for new concrete slab
 - Work with City Department of Public Works for any and all modifications to irrigation system.

2. New concrete installation:
 - Form and pour 5-1/2" thick new 2500 psi concrete slab (38' x 29') over 3" of Class II CMB using #4 Rebar set 12" on center each way for reinforcement
 - New concrete slab to connect to existing walk path, minimum of 5' wide
 - Drill, Epoxy and Install Anchor Bolts per Equipment Installers direction

Total.....\$23,447.00

Acceptance of this proposal - The aforementioned specifications, conditions and cost are satisfactory and hereby accepted, thus creating a binding contract. Each party hereby acknowledges that it has been given the opportunity to have its independent counsel to review this agreement prior to executing it. Walk-thru will be made by an authorized person within 10 days of notification. If walk-thru is not completed, payment is made, then the job is deemed acceptable. All past invoices subject to 1.5% per month service charge (after 30 days). Customer agrees to pay attorney fees and collection expenses in the event of a delinquent payment. This proposal is good for 30 days from date. This proposal is proprietary and for customer only.

Mike Sirna 1/31/17

MIKE SIRNA HDCS REP. DATE

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
Installation of Concrete**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 2nd day of May, 2017 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and City Service Paving (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the installation of concrete as set forth more fully in this Agreement.

B. WHEREAS, Contractor represents to City that Contractor is qualified to perform said work and has submitted a proposal to City for the same.

C. WHEREAS, City desires to have Contractor perform said services on the terms and conditions set forth herein.

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 DEFINITIONS

1.1 Definitions. As used in this Agreement, the following definitions shall be applicable:

- (a) Contractor. Contractor shall mean a (California corporation, partnership, individual) located at 920 Lawrence Street, Placentia, CA 92870.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

Project No.

- (e) **Services.** Services shall mean the services to be performed by the Contractor pursuant to this Agreement.
- (f) **Satisfactory.** Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

2.0 SERVICES OF CONTRACTOR

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

2.2 Documents Included in Contract. This contract consists of this Agreement and any Exhibits, which are incorporated herein by this reference. In the event of an inconsistency, the terms of this Agreement shall govern.

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

2.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.4.

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

Project No.

2.6 Standard of Performance. Contractor, its subcontractors and their employees, in the performance of Contractor's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;
2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.7 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No

such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding \$25,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations pursuant to SB 854 and Labor Code 1725.5. Contractor shall ensure that its subcontractors comply with said requirements. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Nineteen Thousand Seven Hundred Dollars (\$19,750) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof

Project No.

shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than June 30, 2017, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Brett Beck

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

Project No.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

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5.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

Conditions:

In accordance with Public Contract Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Community Services Director, City of Placentia, 401 E. Chapman Ave., Placentia, California 92870.

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Any insurance maintained by the City of Placentia shall apply in excess of and not combined with insurance provided by this policy.

The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

6.2 Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached to this Agreement as Exhibit "B", and are incorporated herein by this reference.

6.3 Indemnification. Contractor shall defend, indemnify, hold free and harmless the City of Placentia, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged

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to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.
- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

The Contractor's indemnification obligations pursuant to this Section 6.3 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

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6.4 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.5 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Senior Management Analyst of City ("Senior Management Analyst") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Senior Management Analyst; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Senior Management Analyst to the City Council of City within ten (10) days of receipt of notice from the Senior Management Analyst.

6.6 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any monies withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

7.0 RECORDS AND REPORTS

7.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

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7.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.0 GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long

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as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars (\$500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit A) or Schedule of Performance (Exhibit B). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

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8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn.: Sandra González

To Contractor: City Services Paving
920 Lawrence Street
Placentia, CA 92870
Attn: Brett Beck

8.11 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.12 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race,

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color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.14 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.16 Hiring of Illegal Aliens Prohibited. Contractor shall not hire or employ any person to perform work within the City of Placentia or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

8.17 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

8.19 PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

8.20 Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.
4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission

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attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

8.24 Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, 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.

8.25 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.

8.26 No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

8.27 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.

8.28 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.

8.29 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

8.30 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

Project No. _____

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

Damien Arrula, City Administrator

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Patrick Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Stephen D. Pischel, Director of Administrative Services

Date: _____

APPROVED AS TO CONTENT:

Sandra González, Director of Community Services

Date: _____

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SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

Business Address:

Telephone Number:

Date:

Print Name:

Principal

Signature:

Title

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Page 1 of 1
(Use of City form
is required)

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of Placentia) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of Placentia and/or the Placentia Redevelopment Agency made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF PLACENTIA FINANCE DEPARTMENT
401 E. Chapman
Placentia, CA 92870

Exempt: Yes___No___ Telephone () _____

CORPORATION: _____

U.S.A. OR ANY AGENCIES THEREOF: _____

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____(Explain)

Signature/Title: _____ Date: _____

Project No. _____

BID GUARANTEE
TO THE CITY OF PLACENTIA
PROJECT NO. _____

As a material inducement to the City to award the contract for Project No. _____ to _____, the undersigned ("Guarantor") has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: _____ ("the work").

Guarantor guarantees that the materials and equipment used by itself and its subcontractors will be free from defects and that the work will conform to the plans and specifications. Should any of the materials or equipment prove defective or should the work as a whole, or any part thereof, prove defective for any reason whatsoever (except due to intentional torts by the City), or should the work as a whole or any part thereof fail to operate properly or fail to comply with the plans and specifications, Guarantor will, at the City's sole election: 1) reimburse the City, upon written demand, for all of the City's expenses incurred replacing or restoring any such equipment or materials, including the cost of any work necessary to make such replacement or repairs; or 2) replace any such defective material or equipment and repair said work completely, all without any cost to the City. Guarantor further guarantees that any such repair work will conform to the plans and specifications for the project. This guarantee will remain in effect for five years from the date on which the contracted for work is accepted for use by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any replacements or repairs itself or to have such replacement, repair, performed by the undersigned. The City shall have no obligation to consult with Guarantor before the City proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorneys and expert fees, reasonably incurred by reason of Guarantor's failure or refusal.

Guarantor _____ Date: _____

Contractor: _____ By: _____

Title: _____

Project No. _____

STATEMENT OF NON COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of Placentia a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. That such bid or proposal is genuine and not collusive or sham;
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Placentia or of any other bidder or anyone else interested in the proposed procurement;
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Placentia, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of Placentia any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Placentia either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On _____ at _____ California.

Firm _____

Street _____

City _____ State _____ Zip _____

(Signature)

(Print Name & Title)

Project No.

EXHIBIT A
SCOPE OF SERVICES

CITY SERVICE

PAVING

LIC. #502305

920 LAWRENCE STREET PLACENTIA, CA 92870

SINCE 1975

Phone: 714-642-1602 Fax: 714-984-8140 Email: Chris@citypaving.com

Proposal & Contract #130CM

PROPOSAL SUBMITTED TO: Maria Elena Maurer City of Placentia	PHONE: 714-993-8117 FAX:	DATE January 30, 2017
ADDRESS: 401 E. Chapman Ave.	JOB NAME: Santa Fe Park	
CITY, STATE & ZIP: Placentia, CA 92870	JOB LOCATION: 550 W. Santa Fe Ave. Placentia, CA 92870	

We hereby agree to furnish all labor, materials and equipment for the completion, in a good and Workmanlike manner, of the work described below

WORK TO BE PERFORMED:

*As per plans provided by City of Placentia.
(Prevailing Wage)*

Santa Fe Park:

1. Site preparation and Grading
 - a) Remove existing vegetation and haul off to legal dumpsite. (Approx. 1,200 sq. ft.)
 - b) Rough grade open area to a depth up to 8 1/2" below surface, in preparation for new concrete.
2. New concrete install
 - a) Form and Pour 5 1/2" of new concrete slab over 3" of Class II CMB using #4 REBAR set 12" on center each way for reinforcement.
 - b) Form and Pour new section of sidewalk walkway minimum 5' wide to connect to existing concrete pathway
 - c) Drill, Epoxy and Install Anchor bolts per Equipment Installers direction.

Total Amount: \$19,750.00

TERMS AND CONDITIONS OF CONTRACT: PAYMENT DUE UPON COMPLETION

In this agreement Contractor means City Service Paving, and owner means owner and/or any general contractor and/or agent of owner

- 1 Any changes required by owner shall be authorized in writing and paid by owner at contractor's prevailing rates unless quoted and agreed upon in writing.
- 2 Owner agrees to furnish to job site necessary and adequate water supply at owner's expense
- 3 Contractor assumes no liability for damages to underground pipes, septic tanks, cesspools or other underground structures; and any extra expense caused the contractor by the existence or location thereof shall be charged to buyer
- 4 Owner agrees to pay attorney's and court costs in event suit is instituted to collect any amounts due contractor
- 5 If work is to be performed according to owner's specifications of labors and materials, contractor does not assume responsibility for any defects
- 6 We are not responsible for reflective cracking on resurface areas, re-growth of vegetation, underground utilities, (unless notified in writing), pre-existing engineering with respects to drainage, back-fill and compaction installed by others. Engineering, staking, testing, inspection, permits, bonds and fees are not included.
- 7 Slurry Seal has a tendency not to adhere to oil-saturated asphalt

NOTICE IS HEREBY GIVEN THAT WORK AND MATERIAL FURNISHED BY CONTRACTOR MAY SUBJECT THE PROPERTY ON WHICH SAID WORK IS PERFORMED TO THE LIEN LAWS OF THE STATE OF CALIFORNIA PURSUANT TO SECTION 1193 OF THE CODE OF CIVIL PROCEDURE OF SAID STATE.

Company _____

Owner/ Agent and Title _____

Date _____


Brent Beck- Project Manager -Cell: 714/310-4978

Project No.

EXHIBIT B
CERTIFICATES OF INSURANCE

Project No.

EXHIBIT C
INSURANCE



AGENCY CUSTOMER ID: 396-877-3

LOC # _____

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED CITY SERVICE PAVING, MGB CONSTRUCTION INC 920 LAWRENCE ST PLACENTIA, CA 92870	
POLICY NUMBER SEE CERTIFICATE # 160.3		EFFECTIVE DATE: SEE CERTIFICATE # 160.3	
CARRIER SEE CERTIFICATE # 160.3	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOUR ENDORSEMENT FOR GENERAL LIABILITY.

CITY OF PLACENTIA IS LISTED AS ADDITIONAL INSURED.

THIS INSURANCE COMPANY AGREES TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE CITY OF PLACENTIA, ITS ELECTED AND APPOINTED OFFICERS, OFFICIALS AND EMPLOYEES FOR LOSSES PAID UNDER THE TERMS OF THIS POLICY WHICH ARISE FROM THE WORK PERFORMED BY THE NAMED INSURED FOR THE CITY.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: MAY 2, 2017

SUBJECT: **AGREEMENT BETWEEN THE CITY AND UNREPRESENTED MID-MANAGEMENT AND MANAGEMENT EMPLOYEES**

FISCAL
IMPACT: Fiscal Year 2016-17 \$ 21,026 (Estimated)
Fiscal Year 2017-18 \$ 71,135 (Estimated)
Fiscal Year 2018-19 \$ 79,323 (Estimated)

SUMMARY:

The City of Placentia's full-time workforce consists of employees that are represented by bargaining groups including the Police Management, Police Officers, and the General Employees units as well as Unrepresented Mid-Management and Management Employees. While the Unrepresented Employees are not a formal bargaining unit, an agreement to provide certain compensation and benefits consistent with the balance of the organization is appropriate and requires City Council approval. This action approves a resolution to provide certain compensation and benefits to the members of the Unrepresented Mid-Management and Management Employees through February 28, 2019.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Approve an agreement authorizing certain compensation and benefits for Unrepresented Mid-Management and Management Employees as outlined in Exhibit 1; and
2. Approve Resolution, R-2017-XX, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2016-17, implementing adjustments outlined in Exhibit 1, in Compliance with the City Charter of the City of Placentia §§1206 and 1209 Pertaining to Appropriations for Actual Expenditures.

DISCUSSION:

The Memorandums of Understanding (MOUs) between the City and the represented bargaining groups all expired on June 30, 2016. With City Council direction and cooperation from both the Placentia Police Officers Association (PPOA) and the Placentia City Employees Association (PCEA), the negotiation process for these groups has been completed. The negotiation process is continuing with the Placentia Police Management Association. The final group of employees

1.e.
May 2, 2017

are the Unrepresented Mid-Managers and Managers which include the positions of Management Analyst and above, Division Managers, Department Heads, and the City Administrator.

The provisions of the agreement include the following compensation and benefit adjustments:

1. TERM: 2 ½ years 07/01/2016 – 02/28/2019
2. City agrees to Market Rate Adjustments of 2% effective March 1, 2017 and 2% effective March 1, 2018.
3. Effective January 1, 2017, City will provide CalPERS Medical Benefit contributions as follows:

Employee Only	-	\$740/month
Employee + 1	-	\$1,479/month
Employee + 2	-	\$1,923/month

Retirees hired prior to November 21, 1995:

Retiree <65		
Retiree Only	-	\$740/month
Retiree +1	-	\$1,479/month
Retiree + 2	-	\$1,923/month

Retiree >65		
Retiree Only	-	\$348/month
Retiree +1	-	\$697/month
Retiree +2	-	\$1,045/month

Medicare/Basic	-	\$998/month
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City agrees to provide medical benefit contribution equal to up to 95% of Blue Shield Access+ for calendar years 2018 and 2019.

4. Effective March 1, 2017, City agrees to increase Medical Coverage Opt Out by \$107 - \$300 per month depending on coverage opt out.
5. Effective January 1, 2017, City will provide dental enhancement to the Principal PPO Plan/Principal Point-Of-Service (POS) Dental Plan to include orthodontic coverage. This benefit is a \$1,500 lifetime maximum per family member enrolled in the dental plan.
6. City to provide fifty-eight (58) hours of non-cashable PTO leave to be utilized by member employees by June 30, 2017. Employees in critical positions who are unable to utilize time off during Holiday Closure period will be eligible to be paid out for unused hours. Hours are subject to the normal approval process and will be prorated for new employees. Employees must be employed during Holiday Closure period between December 16, 2016 and January 2, 2017 to be eligible. Any time not utilized or paid out will be forfeited effective June 30, 2017.
7. City to provide fifty-eight (58) hours of non-cashable PTO Leave in recognition of the City Holiday Closure between December 18, 2017 and January 2, 2018. Employees in critical positions who are unable to utilize time off during Holiday Closure period will be eligible to be paid out for unused hours. Hours are subject to the normal approval process and will be prorated for new employees. Employees must be employed during Holiday Closure period between December 18, 2017 and January 2, 2018 to be eligible. Any time not utilized or paid out will be forfeited effective June 30, 2018.

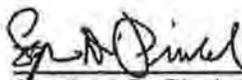
8. City to provide forty-eight (48) hours of non-cashable PTO Leave in recognition of the City Holiday Closure between December 24, 2018 and January 4, 2019. Employees in critical positions who are unable to utilize time off during Holiday Closure period will be eligible to be paid out for unused hours. Hours are subject to the normal approval process and will be prorated for new employees. Employees must be employed during Holiday Closure period between December 24, 2018 and January 4, 2019 to be eligible. Any time not utilized or paid out will be forfeited effective June 30, 2019.
9. Effective March 1, 2017, Telecommunication Allowance will be redefined as a Cell Phone Allowance with the monthly allocation increased from \$50 to \$75 per month for Unrepresented Mid-Management Employees.
10. Effective March 1, 2017, Educational Incentive Pay will be provided for Unrepresented Mid-Management Employees in the amount of 2% for an Associates of Arts Degree of equivalent, 4% for a Bachelor of Arts Degree, and 6% for a Master of Arts Degree. Management Employees and the City Administrator will not be eligible for Educational Incentive Pay.
11. Continue to provide eighty (80) hours of unpaid Management Administrative Leave per calendar year for Unrepresented Mid-Management and Management Employees.
12. All other components of employee compensation and benefits program remain in full force and effect for the term of the agreement.

It should be noted that unless otherwise stated, the aforementioned salary and benefit adjustments are applicable for the Mid-Management, Management, and City Administrator positions.

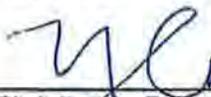
FISCAL IMPACT:

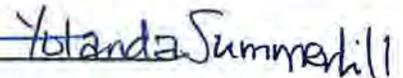
The total cost for the aforementioned benefit adjustments is estimated at \$21,026 for the Unrepresented Employees for Fiscal Year 2016-17. The fiscal impact for Fiscal Years 2017-18 and 2018-19 will be \$71,135 and \$79,323, respectively.

Prepared by:

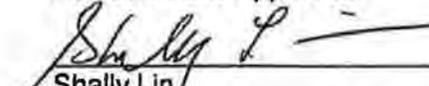

Stephen D. Plischel
Director of Administrative Services

Reviewed and approved:

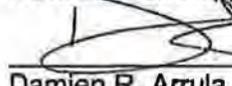

Christian L. Bettenhausen
City Attorney


Yolanda Summerhill

Reviewed and approved:


Shally Lin
Interim Chief Financial Officer

Reviewed and approved:


Damien R. Arrula
City Administrator

Attachments:

1. Exhibit 1-Proposed Agreement with Unrepresented Employees
2. Unrepresented Salary Schedule
3. Resolution No. 2017-XX Budget Amendment

EXHIBIT 1

Agreement with Unrepresented Mid-Management and Management Employees*

1. TERM: 2 ½ years 07/01/2016 – 02/28/2019
2. City agrees to Market Rate Adjustments of 2% effective March 1, 2017 and 2% effective March 1, 2018.
3. Effective January 1, 2017, City will provide CalPERS Medical Benefit contributions as follows:

Employee Only	-	\$740/month
Employee + 1	-	\$1,479/month
Employee + 2	-	\$1,923/month

Retirees hired prior to November 21, 1995:

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Retiree>65		
Retiree Only	-	\$348/month
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Retiree +2	-	\$1,045/month

Medicare/Basic	-	\$998/month
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City agrees to provide medical benefit contribution equal to up to 95% of Blue Shield Access+ for calendar years 2018 and 2019.

4. Effective March 1, 2017, City agrees to increase Medical Coverage Opt Out by 43% (\$107 - \$300).
5. Effective January 1, 2017, City will provide dental enhancement to the Principal PPO Plan/Principal Point-Of-Service (POS) Dental Plan to include orthodontic coverage. This benefit is a \$1,500 lifetime maximum per family member enrolled in the dental plan.
6. City to provide fifty-eight (58) hours of non-cashable PTO leave to be utilized by member employees by June 30, 2017. Employees in critical positions who are unable to utilize time off during Holiday Closure period will be eligible to be paid out for unused hours. Hours are subject to the normal approval process and will be prorated for new employees. Employees must be employed during Holiday Closure period between December 16, 2016 and January 2, 2017 to be eligible. Any time not utilized or paid out will be forfeited effective June 30, 2017.
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EXHIBIT 1

employed during Holiday Closure period between December 18, 2017 and January 2, 2018 to be eligible. Any time not utilized or paid out will be forfeited effective June 30, 2018.

8. City to provide forty-eight (48) hours of non-cashable PTO Leave in recognition of the City Holiday Closure between December 24, 2018 and January 4, 2019. Employees in critical positions who are unable to utilize time off during Holiday Closure period will be eligible to be paid out for unused hours. Hours are subject to the normal approval process and will be prorated for new employees. Employees must be employed during Holiday Closure period between December 24, 2018 and January 4, 2019 to be eligible. Any time not utilized or paid out will be forfeited effective June 30, 2019.
9. Effective March 1, 2017, Telecommunication Allowance will be redefined as a Cell Phone Allowance with the monthly allocation increased from \$50 to \$75 per month for Unrepresented Mid-Management Employees.
10. Effective March 1, 2017, Educational Incentive Pay will be provided for Unrepresented Mid-Management Employees in the amount of 2% for an Associates of Arts Degree of equivalent, 4% for a Bachelor of Arts Degree, and 6% for a Master of Arts Degree. Management staff will not be eligible for Educational Incentive Pay.
11. Continue to provide eighty (80) hours of unpaid Management Administrative Leave per calendar year for Unrepresented Mid-Management and Management Employees.
12. All other components of employee compensation and benefits program remain in full force and effect for the term of the agreement.

*It should be noted that unless otherwise stated, the aforementioned salary and benefit adjustments are applicable for the Mid-Management, Management, and City Administrator positions.

APPENDIX "B"
COMPENSATION PLAN/SALARY SCHEDULE
MANAGEMENT AND MID-MANAGEMENT EMPLOYEES
Effective March 1, 2017
Pay Period 02/26/2017

Executive Management Staff

City Administrator	16,528.11 Monthly Base Salary
--------------------	-------------------------------

Job Class	Monthly Base Salary		
	-20%	Control Point	+10%
Police Chief	11,114.63	13,893.29	15,282.62
Assistant City Administrator	10,450.51	13,063.14	14,369.45
Director of Administrative Services	9,327.29	11,659.11	12,825.02
Director of Community Services	9,327.29	11,659.11	12,825.02
Director of Development Services	9,327.29	11,659.11	12,825.02
Director of Finance	9,327.29	11,659.11	12,825.02
Director of Public Works	9,327.29	11,659.11	12,825.02

Mid-Management Staff

Job Class	Monthly Base Salary		
	-20%	Control Point	+10%
Accountant	4,380.52	5,475.66	6,023.22
Associate Civil Engineer	5,543.03	6,928.79	7,621.67
Associate Planner	4,807.47	6,009.34	6,610.27
Chief Building Official	6,659.46	8,324.32	9,156.75
City Engineer	7,995.36	9,994.20	10,993.63
Code Enforcement Manager	5,468.35	6,835.44	7,518.98
Community Services Supervisor	4,659.87	5,824.83	6,407.32
Chief Deputy City Clerk	5,432.57	6,790.71	7,469.78
Crime Analyst	4,659.87	5,824.83	6,407.32
Deputy Chief of Police	10,428.59	13,035.73	14,339.31
Deputy City Clerk	4,246.07	5,307.59	5,838.35
Economic Development Manager	5,468.35	6,835.44	7,518.98
Finance Services Manager	6,392.05	7,990.06	8,789.06
Human Resources Analyst	4,659.87	5,824.83	6,407.32
Human Resources Manager	5,468.35	6,835.44	7,518.98
IT Project Manager (Spec. Prj/Soft Sys)	5,930.20	7,412.75	8,154.02
Management Analyst	4,659.87	5,824.83	6,407.32
Neighborhood Services Manager	5,468.35	6,835.44	7,518.98
Public Works Manager	7,268.51	9,085.64	9,994.20
Public Works Supervisor	4,380.52	5,475.66	6,023.22
Public Works Superintendent	5,468.35	6,835.44	7,518.98
Senior Accountant	5,386.29	6,732.86	7,406.14
Senior Accountant II	6,118.69	7,648.37	8,413.20
Senior Management Analyst	5,432.57	6,790.71	7,469.78
Senior Planner	6,118.69	7,648.37	8,413.20

RESOLUTION NO. R-2017-21

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA AUTHORIZING A BUDGET AMENDMENT FOR THE
FISCAL YEAR 2016-17 BUDGET.**

A. Recitals

(i). The adopted budget for the Fiscal Year 2016-17 sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when changes in revenue and expenditure estimates are determined to be necessary.

(iii). All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The adopted budget for Fiscal Year 2016-17, Resolution No. R-2017-xx, as heretofore amended, hereby is amended to reflect the following transfer of funds from the Account specified to the Account specified and adjustments of compensation and benefits per Exhibit 1 Attached:

Fund	Description	Department	GL Account	Amount
General Fund	Salaries	Administration	101511-5001	\$ 2,101.26
		Human Resources	101512-5001	\$ 2,643.88
		Records	101513-5001	\$ 932.53
		Finance	102020-5001	\$ 3,140.74
		Planning	102531-5001	\$ 1,486.00
		Development Services	102534-5001	\$ 1,204.37
		Police Administration	103040-5001	\$ 3,221.18
		Public Works	103650-5001	\$ 1,615.30
			103652-5001	\$ 640.79
		Community Services	104070-5001	\$ 978.76
		Recreation Services	104071-5001	\$ 996.97
	Fund Balance	0010-3001	\$ (18,961.79)	
Landscape Maintenance	Fund Balance	Special District	296561-5001	\$ 286.91
			0029-3001	\$ (286.91)
Refuse Administration	Fund Balance	Environmental Services	374386-5001	\$ 360.48
			0037-3001	\$ (360.48)
Sewers Fund	Fund Balance	Environmental Services	484356-5001	\$ 634.39
			484376-5001	\$ 782.43
			0048-3001	(1,416.81)

PASSED, ADOPTED AND APPROVED this 2nd day of May, 2017.

CRAIG S. GREEN, MAYOR

ATTEST:

PATRICK J. MELIA,
CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 2nd day of May, 2017 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

PATRICK J. MELIA,
CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN BETTENHAUSEN,
CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: MAY 2, 2017

SUBJECT: AGREEMENT WITH GOLDEN STAR TECHNOLOGY TO FURNISH, INSTALL, AND INTEGRATE AUDIOVISUAL EQUIPMENT INTO THE CITY COUNCIL CHAMBERS

FISCAL
IMPACT: EXPENSE: \$37,931.53
REVENUE: \$37,931.53 PUBLIC, EDUCATION, AND GOVERNMENTAL FUNDS
No General Fund dollars will be used on this project.

SUMMARY:

The current audiovisual system in the City Council Chambers (Chambers) provides basic live broadcasting of City Council Meetings. Most of the equipment being used has been in service for a minimum of seven (7) years, with some of the equipment in service for over 10 years. The current equipment utilizes outdated technology which contributes to low-quality video and sound. Both the screens on the dais and the projector in the Chambers are standard definition making it very difficult to see the information on screen.

In addition to the City Council Meetings, the Chambers are also utilized for Commission and Committee Meetings, Staff training, and community meetings. Upgrades to both the audio and video equipment will facilitate not only improved quality of the City Council Meetings but allow for improvements to the balance of uses of the Chambers. City Council has allocated Public, Education, and Governmental (PEG) Funds toward the needed audiovisual upgrades in the Chambers. This item authorizes the City Administrator to execute a Professional Services Agreement with Golden Star Technology (GST) to furnish, install, and integrate new audiovisual equipment into the City Council Chambers for live broadcasts, Commission and Committee Meetings, Staff training, and community meetings.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Approve a Professional Services Agreement with Golden Star Technology (GST) for City Council Chamber Audiovisual Equipment Upgrades for an amount not-to-exceed \$37,931.53; and

1.f.
May 2, 2017

2. Approve Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia Authorizing a Budget Amendment for the Fiscal Year 2016-17 Budget; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The City Council Chambers in recent years has not only been the location of all City Council Meetings but is also being utilized by various Commissions and Committees, City trainings, Staff meetings, and a wide variety of community meetings.

The equipment currently used in the Council Chambers is old, utilizes outdated technology, and is either failing or has stopped working altogether. The projector in the Council Chambers is at end of its useful life and is projecting at standard definition (SD) making it difficult for the audience to view detailed presentations. The monitors on the dais are over 10 years old and are of very poor quality. The monitors are small and displaying in SD, versus high definition (HD), making viewing of presentations during meetings very difficult. The backbone of the presentation system has stopped working and has had to be bypassed which only allows for one source to be displayed on the projector and monitors.

The Administration Department along with the City's Media Production Contractor has completed an analysis of the City's current cable production system and has identified needed upgrades through site visits of other surrounding cities and by viewing demonstrations of newer broadcast equipment and technology. Following the analysis of equipment and technology needs, Staff solicited quotes to furnish, install, and integrate audiovisual equipment and technology upgrades for the City Council Chambers. The scope of the project is to provide a control system for video and audio, new dais monitors, new microphones, and a new projector. This new system will allow for new HD inputs inside the Chambers as well as in the media production room. New features of the system will be efficient video setup, direct to flashdrive audio recording, and audio conferencing. In addition, residents will see a significant improvement in the broadcast quality of the City Council Meetings.

The City received and evaluated three (3) quotes from vendors for providing equipment, installation, warranty, and training of Staff. The following table provides the amounts received from each vendor:

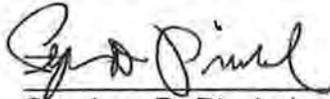
VENDOR	COST
VMI Inc.	\$47,875.73
Western Audio Visual	\$45,160.50
Golden Star Technology	\$37,931.53

Golden Star Technology (GST) currently serves as the City's Contract Information Technology (IT) consultant providing IT services and support for the agency. In addition, GST has provided the equipment and installation for audiovisual systems in the cities of Anaheim, Hawthorne, Torrance, Monterey, and Pasadena with excellent reviews. While all three companies providing quotes have solid reputations and experience, GST not only has the experience but was the lowest bid received.

FISCAL IMPACT:

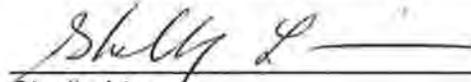
GST has proposed a not-to-exceed cost of \$37,931.53 to provide the requested audiovisual equipment, installation services, and Staff training. Although City Council had initially allocated \$13,900 in the Fiscal Year 2016-17 budget, the City has received sufficient PEG Funds to cover the total cost of the project. The Statewide Franchise Agreement requires cable service providers such as Time Warner Cable and AT&T U-verse to assess a one percent (1%) PEG Fee to all customers. The PEG Fee is provided to cities for equipment and capital improvements of cable and broadcast systems that are used to communicate information to the public. Resolution No. R-2017-XX amending the Fiscal Year 2016-17 Budget is presented to reallocate PEG Funds towards the cost of this project. Funding for this project will come solely from PEG Funds. No General Fund money will be used for this improvement project.

Prepared by:



Stephen D. Pischel
Director of Administrative Services

Reviewed and approved:



Shally Lin
Interim Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Professional Services Agreement with Golden Star Technology
2. Resolution No. R-2017-XX Budget Amendment

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH GST, INC.**

THIS AGREEMENT is made and entered into this 2nd day of May, 2017, ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and GOLDEN STAR TECHNOLOGY, INC., a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide Council Chamber audio-visual equipment upgrades as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independantly applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other

information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Thirty-Seven Thousand, Nine Hundred Thirty-One Dollars and Fifty-Three Cents (\$ 37,931.53).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or \$25,000 whichever is more. The City Engineer is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A."

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of four (4) months, ending on August 31, 2017, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City.

The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. 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) 72 hours 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.

IF TO CONSULTANT:

Golden Star Technology
12881 166th St
Cerritos, CA 90703
Tel: 562/345-8700

Attn: Ken Peterson

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714/993-8142

Attn: Steve Pischel

6.5. 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.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary

notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, 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, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. 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.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. 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.

6.21. 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.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. 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.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

Craig Green, Mayor

Date: _____

ATTEST:

City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Name, Title

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL



Solution Proposal

Boardroom AV System

04/21/2017
Quote # 003038
Version 2

Prepared for:

City of Placentia

Steve Pischel
spischel@placentia.org

Boardroom AV System



Prepared by:

Golden Star Technology

Ken Peterson
(562) 345-8700
Fax (562) 345-8701
kpeterson@gstes.com

Prepared for:

City of Placentia

401 EAST CHAPMAN AVE
Placentia, CA 92870
Steve Pischel
spischel@placentia.org

Quote Information:

Quote #: 003038

Version: 2

Quote Date: 04/21/2017

Expiration Date: 05/31/2017

▶ Executive Summary

GST Company Profile

Founded in 1985, GST has over 30 years of experience providing integrated services and solutions to commercial and public sector clients. Headquartered in Cerritos, California, GST has offices across the world including Las Vegas, NV; Chaska, MN; Miami, FL; Riverside, CA; and Hong Kong, Tokyo, Japan, Taipei, Taiwan. GST is a Woman Minority Owned Small Business Enterprise.

- Privately Held Corporation – Golden Star Technology Inc.
- DBA: GST
- Year of Corporation: 1985
- Headquarters Address: 12881 166th Street | Cerritos, CA 90703
- US Offices: 4
- International Offices: 3
- Main: 562-345-8700 | Fax: 562-345-8714
- Duns: 151280260
- Primary NAICS Code: 541519, 541513, 443120, 423430, 423690

"Our mission is simple. It is to deliver world-class technology solutions and services that empower our clients, employees, and community to achieve their goals. Their success is our success."

GST Technical Experience

GST has been providing full end-to-end technical services for various public sector and commercial accounts in southern California. Our capabilities in the service areas include, but are not limited to:

MANAGED SERVICES

Our Managed Services oversee and optimize IT management. Offerings include: help desk support, asset management, enterprise level system administration, user support, emergency server hardware replacement, staff augmentation, 24/7 monitoring, and backup support.

- IT Strategy Implementation
- Lower operational cost
- 24x7x365 monitoring and management
- Expert level support
- IT Environment health checks
- Customizable support offering

TECHNICAL SERVICES

We offer a solution oriented approach to bring tangible benefits. We're experts at building an infrastructure to meet our client's growing needs for networks, servers, storage, and applications. Our portfolio of technical support services ensures

satisfaction.

- Design and Architect Build Out
- Implementation and Integration
- Technical support services
- Staging & Integration
- Rack & Stack Data Centers
- Maintenance response services
- Retirement and disposition
- Warranty support services
- Break / Fix

PROFESSIONAL SERVICES

We give customers the value of providing the best possible blend of technology resources and product knowledge to meet performance and budget parameters. We solve business challenges with our consultative approach that yields insights into engineering and technologies.

- Network architecture design
- Network implementation and refresh
- Wireless architecture design
- Wireless site surveys and heat mapping
- Wireless implementation and refresh
- Cabling Infrastructure services
- Server optimization and architecture
- Storage and Disaster Recovery
- Virtualization Assessment
- Application Integration and Customization
- Data center modernization

AUDIO VISUAL SERVICES

As a leading provider of both IT and AV services, we have the expertise and knowledge to bring these 2 worlds together. Whether for business meetings, telework conferencing, the modern digital classroom, or theater applications, GST has your solution.

- Consulting and Design
- Systems Integration
- Control System Programming
- Audio and Video Conferencing
- Digital Signage
- Digital Classroom and Meeting Rooms
- Lync (Skype for Business) Integration

▶ Statement of Work

SUMMARY

The City of Placentia has an aging AV system in their Boardroom that needs a digital upgrade. GST proposes to provide, install and configure a system with a new projector, dais monitors, digital AV switching, distribution and control, gooseneck microphones, audio recorder, networked presentation device and an audio DSP with VOIP and USB conferencing capability,

TASKS

Displays:

- 7ea 22" LCD monitors will be supplied and installed on the dais using Ergomart SL102 Limbo low profile mounts.
- 1ea Epson Powerlite Pro G7400 projector with short throw lens will be installed for the rear projection area. The existing projector mount will be reused.
- The existing rear screen will be reused.
- All displays will always show the same information.

Video Inputs:

- GST will provide and install a Crestron AV switcher in the control room.
- GST will provide and install an HDMI distribution system for the dais monitors and projector.
- GST will provide and install 1ea Crestron DM transmitter input wall plate at a location in the Room TBD. It will have HDMI, VGA and Audio connections.
- 3ea HDMI inputs will be available in the control room for Owner-Furnished devices TBD.
- 1ea composite video output will be provided for the existing TV system.

Wireless Device:

- Not included but could be added later.

Audio:

- A QSC audio DSP system with Dante, VOIP and USB conferencing support will be supplied, installed and configured.
- 8ea 12" and 4ea 18" Shure gooseneck microphones with muting base will be supplied and installed.
- The room's existing speakers and amplifier will be reused. GST will provide a mixed audio output to the existing amplifier.
- 1ea Tascam audio recorder will be supplied and installed.
- GST will create Dante virtual send/receive busses between the QSC DSP and the existing Dante enabled house mixer.

Control:

- 1ea Crestron 10" tabletop touchpanel controller will be supplied, installed and configured. Functions shall include:
 - System on/off.
 - Source selection.
 - Program volume control and muting
 - Microphone level controls and muting.

Audio recorder controls.

Audio conferencing controls.

Secondary control via Crestron X-Panel

A TP-Link TL-SG2008 network switch will be installed in the control room for the AV network.

Note: The 22" monitors will be turned on/off via their own power buttons, not via the control system.

Rack:

A 20 space rack will be wall mounted in the Projector room and house the audio DSP, 2ea existing wireless mic receivers and existing amps.

ASSUMPTIONS

PROJECT SPECIFIC ASSUMPTIONS

- Cable pathways exist between all of the installation areas (control room, dais and projector room).

GENERAL PROVISIONS

- GST reserves the right to charge, time and materials basis for any additional work over and above this service package pricing that may result from work required address service prerequisites or other requirements not met by the Customer.
- Should the customer not, within 30 days of having purchased the service, contact GST schedule its subsequent delivery, GST reserves the right re-evaluate the charges for this service.
- The ability of GST deliver this service is dependent upon the Customer's full and timely cooperation with GST, as well as the accuracy and completeness of any information and data the Customer may provide GST.
- The following items are excluded unless specified in the Scope of Services
 - Electrical infrastructure (outlets, conduits, breaker boxes, panels, etc.)
 - Concrete saw cutting and/or core drilling
 - Fire wall, ceiling, roof and floor penetration
 - Drywall replacement and/or repair
 - Ceiling tile or T-bar modification, replacement and/or repair
 - Millwork (moldings, trim, etc.)
 - Painting and patching
 - Permits (unless specifically provided for elsewhere in the contract)
 - HVAC and plumbing relocation
 - Cutting of Granite or Glass table tops
 - Repositioning of existing lighting
 - Moving or displacing existing equipment
 - Disposal if existing equipment

CUSTOMER REQUIREMENTS

PROJECT SPECIFIC REQUIREMENTS

- Provide VOIP configuration (if VOIP conferencing is desired).

GENERAL RESPONSIBILITIES

- Coordinate the preparation of any hardware and/or software that is not included for this project. Ensure that existing hardware is fully functional and software/firmware is updated.
- Assure that the environment is 100% ready. If the environment is not 100% ready the scheduling of the implementation will not be finalized until it is.

- Customer is responsible for providing 24 hours or greater advanced notice for the rescheduling or cancellation of GST's onsite engineering services. If less than 24 hours is given the customer will be charged a half day of GST's engineers time at \$175/hr.
- Coordinate service deployment on third-party maintained hardware/software (if applicable).
- Assign a designated person from the Customer's staff who, on behalf of the Customer will grant all approvals, provide information, and otherwise be available to assist GST to facilitate the delivery of this service.
- Ensure that all hardware, firmware, and software that the GST engineer will need in order to deliver this service are available.
- Allow GST full and unrestricted access to all locations where the service is to be delivered.
- Provide a suitable work area for delivery of the service, including access to an outside telephone line, power, any network connections, etc. that is required.
- Be responsible for all data backup and restore operations
- Provide one point-of-contact that will finalize decisions during the project.
- Provide necessary documentations, paperwork, schematics, line drawings, and information for GST to complete the project. Any delays in providing the necessary project documentation will delay the project.

DELIVERABLES

- As-built wiring diagram
- System training.
- Binder with manuals.

SERVICES TERMS AND CONDITIONS

NON-COMPETE CLAUSE

GST assigns service professionals with qualifications commensurate with tasks listed in this scope of work. If the customer, directly or indirectly, contracts with or hires any GST employee engaged in providing services to the customer under this agreement or any other agreement, written or oral, GST will have the option of negotiating a change in the cost and/or time to deliver or charge the customer the equivalent of 30% of the employees' annual salary as a finder's fee. This clause is applicable for a period of up to ninety days from the last date of services rendered by a GST employee to the customer.

TIME RECORDS

Each employee, either directly employed by GST or a subcontractor (hereinafter called "GST employee") will present a time record to the customer setting forth the hours worked. An authorized representative of the customer must countersign the record and will thereby certify that such time is correct and that the work was performed in a satisfactory manner.

NORMAL BUSINESS HOURS

GST service hours are 8:00 am to 5:00 pm Monday through Friday. Overtime (over 8 hours in one day), scheduled after hours and weekends are charged at time and one-half of contracted service rate. Emergency after hours, weekends and holidays are charged at two times contracted service rate. Customer is responsible for providing 24 hours or greater advanced notice for the re-scheduling or cancellation of GST onsite engineering services. If less than 24 hours is given the customer will be charged a half day of GST engineering time at \$175/hr.

TERMINATION TERMS

Client may terminate work under this Statement of Work, in whole or in part, at any time by 30 day written notice. Such notice shall state the extent and effective date of such termination. Upon receipt thereof, GST shall, to the extent directed

by the Client or its designees, stop work under this agreement. If the agreement is so terminated for convenience, GST shall be paid in accordance with the terms of the order for only those materials or supplies delivered and accepted.

COMMENCEMENT OF WORK

Work shall not commence under the Contract until a fully executed agreement has been received by GST and GST has been given approval to proceed by customer.

DATA LOSS

GST make no guarantee against data loss during services engagements. It is the customers responsibility to ensure data is properly protected (backed up) before the engagement begins.

PRODUCT RETURNS

Standard stock items purchased from GST may be returned for any reason within (14) fourteen days. Custom orders are non-returnable and non-refundable. All original packaging, accessories and documentation must accompany the item and be in unmarked condition. Items must be shipped via at least 2nd day freight with insurance for the full value of the item. Returned items are subject to a 25% restocking fee. Though rare, a customer may need to return a defective product. Defective product returns are not subject to the 25% restocking fee and will be exchanged in accordance with the manufacturer's policy within 30 days of purchase.

PROJECT DELAYS

Delays due to client configuration specifications, hardware delivery, carrier availability, and facility access, physical or environmental delays are subject to change orders as billable delays. These delays can also impact project timeline and deadlines.

GST SERVICES WARRANTY

QUALITY OF SERVICES

GST warrants that its Services will be of professional quality (performed in a good and workmanlike manner) and will conform to generally accepted industry standards for such Services and to the requirements specified in this SOW. GST's personnel shall be competent and qualified to perform the tasks to which they are assigned. In the event of any breach of this warranty, GST, at its sole expense and without delay, shall re-perform the non-conforming Services to the applicable standard.

WORKMANSHIP WARRANTY

GST certifies that all equipment and materials furnished shall carry a ninety (90) day warranty on parts. GST guarantees to furnish any qualified personnel (during normal business hours, Monday to Friday, 8:00 am to 5:00 pm) to the installation site for the period of one (1) year from the date of installation to repair or replace defective items installed or provided by GST exclusively. If the item is determined to not be defective, GST will charge the customer for all time spent on the incident at a rate of \$175/hour. Determination if item is defective or was changed, damaged, reconfigured, or altered by non GST personnel is under sole authority of GST. Any change, alteration, damage, or reconfiguration by non GST personnel voids one (1) year warranty. No response timeframe SLA guaranteed for warranty work. Further, all equipment purchased from GST in our installed system is subject to a manufactures warranty. Further, all equipment purchased from GST in our installed system is subject to a manufacture warranty. GST will not honor any other warranty, implied or otherwise. In no event shall GST be liable, or in any way responsible for damages, or defect in the system, which were caused by neglect, vandalism, misuse, environmental damage or by repairs or attempted repairs performed by anyone other than a GST service technician. Nor shall GST be liable or in any way responsible for any incidental or consequential economic or property damage.

CHANGE MANAGEMENT

GST establishes change management procedures to document changes that are made to the baseline project identified in the Statement of Work. These procedures are in place to reduce the potential for cost and schedule variances.

Customer is responsible for providing 24 hours or greater advanced notice for the re-scheduling or cancellation of GST engineering services. If less than 24 hours is given the customer will be charged a half day of GST engineering time at \$175/hr.

If a change needs to be made to the project, which is not included in the SOW or differs from the SOW, GST or the client must complete the Change Management Request form. GST will review the completed form and provide an estimate to complete the request. Client must approve the additional hours/costs in order to complete the request.

A change occurs when GST encounters any of the following situations during project delivery:

1. Either party identifies new requirements not included in the original project's scope
2. Either party makes suggestions that would improve the proposed system but are not necessarily required to address the project requirements; such suggestions are incorporated into a subsequent project phase
3. Either party changes the direction and intent of this project, which requires GST to rework the solution design or services

Changes in the scope of work defined in this Statement of Work are only effective if both the customer and GST agree to them in a written document setting forth the modifications and any changes to the delivery schedule and payment terms. *See Appendix for the Change Request Form*

AV Firm Fixed Price Services

Line	Item	Description	Price	Qty	Ext. Price	Taxable
1	GST-SVC-FFP-EXP	GST Firm Fixed Priced Service - Materials and Expenses	\$984.18	1	\$984.18	<input type="checkbox"/>
2	GST-SVC-FFP	GST Firm Fixed Priced Service	\$8,624.448	1	\$8,624.448	<input type="checkbox"/>

Subtotal: **\$9,608.63**

Hardware

Line	Item	Description	Price	Qty	Ext. Price	Taxable
1	AS222WM-BK	NEC Display AccuSync 21.5" LED LCD Monitor - 16:9 - 5 ms - Adjustable Display Angle - 1920 x 1080 - 16.7 Million Colors - 250 Nit - 1,000:1 - Full HD - Speakers - DVI - VGA - 18 W - Black - ENERGY STAR 6.0, TCO Certified Displays 6.0, EPEAT Sil	\$174.98	7	\$1,224.86	<input checked="" type="checkbox"/>
2	SL-102	Limbo Monitor Mount	\$85.23	7	\$596.61	<input checked="" type="checkbox"/>
3	V11H762920	Epson Pro G7400UNL LCD Projector - 1080p - HDTV - Ceiling, Rear, Front - UHE - 1920 x 1200 - WUXGA - 50,000:1 - 5500 lm - HDMI - DVI - USB - 601 W - 3 Year Warranty	\$3,201.53	1	\$3,201.53	<input checked="" type="checkbox"/>
4	V12H004U03	Epson ELP LU03 - 11.10 mm to 13.10 mm - f/2 - 2.26 - Wide Angle Zoom Lens - Designed for Projector - 1.2x Optical Zoom	\$2,048.35	1	\$2,048.35	<input checked="" type="checkbox"/>
5	DMPS3-4K-150-C	3-Series 4K DigitalMedia Presentation System 150	\$2,840.91	1	\$2,840.91	<input checked="" type="checkbox"/>
6	DM-TX-200-C-2G-W-T	Wall Plate DigitalMedia 8G+ Transmitter 200, White Textured	\$795.45	1	\$795.45	<input checked="" type="checkbox"/>
7	HD-DA8-4K-E	1-to-8 4K HDMI Distribution Amplifier	\$568.18	1	\$568.18	<input checked="" type="checkbox"/>
8	DM-TX-4K-100-C-1G-B-T	Wall Plate 4K DigitalMedia 8G+ Transmitter 100, Black Textured	\$397.73	1	\$397.73	<input checked="" type="checkbox"/>
9	DM-RMC-4K-100-C	4K DigitalMedia 8G+ Receiver & Room Controller 100	\$511.36	1	\$511.36	<input checked="" type="checkbox"/>
10	TSW-1060-B-S	Crestron 10.1" Touch Screen, Black Smooth	\$1,363.64	1	\$1,363.64	<input checked="" type="checkbox"/>
11	TSW-1060-TTK	Tabletop Kit for TSW-1060	\$142.05	1	\$142.05	<input checked="" type="checkbox"/>

Hardware

Line	Item	Description	Price	Qty	Ext. Price	Taxable
12	AT-HD530	Atlona HDMI/DVI to Composite and S-Video Down-Converter - Functions: Signal Conversion - 1600 x 1200 - PAL, NTSC - DVI - Audio Line In - Audio Line Out - 1 Pack	\$397.72	1	\$397.72	<input checked="" type="checkbox"/>
13	Core 500i	Network Audio DSP	\$4,563.60	1	\$4,563.60	<input checked="" type="checkbox"/>
14	CDN64	Communications Protocol Interface Module. Supports Dante 64x64	\$1,021.59	1	\$1,021.59	<input checked="" type="checkbox"/>
15	COL4	4 Ch output Card	\$203.41	1	\$203.41	<input checked="" type="checkbox"/>
16	CIML4	4 Ch Input Card	\$226.14	4	\$904.56	<input checked="" type="checkbox"/>
17	I/O-22	Multi-purpose Q-SYS I/O Peripheral	\$1,363.64	1	\$1,363.64	<input checked="" type="checkbox"/>
18	SS-R200	The TASCAM SS-200 Solid State Recorder - designed for the Broadcast and Contractor markets - record in WAV & MP3 to Compact Flash, SD/SBC, and USB memory. The SS-R200 features parallel and RS-232C serial control balanced & unbalanced I/O, and coaxial digi	\$555.68	1	\$555.68	<input checked="" type="checkbox"/>
19	MX412D/C	Cardioid-12" Desktop Gooseneck Condenser Microphone, Attached 10' XLR Cable, Logic Functions, Programmable Switch and LED Indicator, Attached Desktop Base	\$238.64	8	\$1,909.12	<input checked="" type="checkbox"/>
20	MX418D/C	Cardioid-18" Desktop Gooseneck Condenser Microphone, Attached 10' XLR Cable, Logic Functions, Programmable Switch and LED Indicator, Attached Desktop Base	\$238.64	4	\$954.56	<input checked="" type="checkbox"/>
21	TL-SG2008	TP-LINK 8-port Pure-Gigabit Desktop Smart Switch, 8 10/100/1000Mbps RJ45 ports, Tag-based VLAN, STP/RSTP/MSTP, IGMP V1/V2/V3 Snooping, DHCP Filtering, 802.1P Qos, Rate Limiting, Voice VLAN, Port Trunking, LACP, Port Mirroring, SNMP, RMON - 8 Por	\$74.92	1	\$74.92	<input checked="" type="checkbox"/>
22	EWR-16-22	16 SPACE ECONO SECTIONAL WALL RACK, FITS 20" DEEP EQUIP., BLACK FINISH	\$412.78	1	\$412.78	<input checked="" type="checkbox"/>



Hardware

Line	Item	Description	Price	Qty	Ext. Price	Taxable
23	PD-915R	9 OUTLET, SINGLE 15 AMP CIRCUIT, SURGE/SPIKE PROTECTED RACKMOUNT POWER DISTRIBUTION W/9' CORD, BLACK POWDERCOAT FINISH	\$79.44	1	\$79.44	<input checked="" type="checkbox"/>

Subtotal: **\$26,131.69**

Shipping

Line	Item	Description	Price	Qty	Ext. Price	Taxable
1	GST-SHIPPING	GST-SHIPPING	\$135.00	1	\$135.00	<input type="checkbox"/>

Subtotal: **\$135.00**

E-Waste

Line	Item	Description	Price	Qty	Ext. Price	Taxable
1	E-Waste-4-14	More than 4 inches but less than 15 inches	\$3.00	1	\$3.00	<input type="checkbox"/>
2	E-Waste-15-34	At least 15 inches but less than 35 inches	\$4.00	7	\$28.00	<input type="checkbox"/>

Subtotal: **\$31.00**

Quote Summary

Description	Amount
AV Firm Fixed Price Services	\$9,608.63
Hardware	\$26,131.69
Shipping	\$135.00
E-Waste	\$31.00

Subtotal: **\$35,906.32**

Tax: **\$2,025.21**

Total: **\$37,931.53**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. This price list is a quotation only and is not an order or offer to sell. No contract for sale will exist unless and until a purchase order has been issued by you and accepted by Golden Star Technology ("GST"). The prices contained in this quote may not be relied upon as the price at which GST will accept an offer to purchase products unless expressly agreed to by GST in writing. Products quoted were selected by GST based on specifications available at the time of the quotation. Product specifications may be changed by the manufacturer without notice. It is your

12881 166th Street
Cerritos, CA 90703
www.gstes.com
(562) 345-8700



responsibility to verify product conformance to specifications of any subsequent contract. All products are subject to availability from the manufacturer. For hardware products, manufacturer warranty will begin upon physical delivery of the hardware items to the customer site or to the GST integration center. For software products, manufacturer warranty will begin upon electronic receipt of the software license, or physical receipt of the software media to the customer site or the GST integration center. Payment terms are net 30 days from physical delivery of the hardware items to the customer site, project completion, milestone completion, or monthly service invoice date.

 **Project Completion Sign Off Form**

I agree that the aforementioned project has been completed.

Client Signoff:

Authorized Signature

Printed Name

Title

Date

Client PO# or Transaction Identification #

 **Statement of Work Authorization**

I agree with the tasks described in the aforementioned statement of work for the project. I understand that if there are any changes to the Statement of Work that GST will provide a revised statement of work and a quote for any additional charges. By signing below, each party agrees to the terms of this Agreement and GST will begin in executing this statement of work.

Client Acceptance:

Authorized Signature

Printed Name

Title

Date

GST Acceptance:

Authorized Signature

Printed Name

Title

Date

Customer Signature

Date

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

NOTEPAD:

HOLDER CODE

GOLDE-1

PAGE 2

INSURED'S NAME GOLDEN STAR TECHNOLOGY INC.

OP ID: AL

Date 01/25/2017

DPR CONSTRUCTION, A GENERAL PARTNERSHIP, their officers, partners, agents, employees affiliates, parents and subsidiaries; Microvention, Inc. (Owner), their officers and employees, their officers and employees and its consultants, Terumo Corporation (Owner's Lender), Owner's landlord (if applicable), Parker Properties (Owner's Project Manager), and their respective constituent members, shareholders or partners, directors and officers, agents, employees, parents, subsidiaries, affiliates, heirs, beneficiaries, successors and assigns are additional insured under General Liability.

Waiver of subrogation applies to General Liability and Workers' Compensation.

RESOLUTION NO. R-2017-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA AUTHORIZING A BUDGET AMENDMENT FOR THE FISCAL YEAR 2016-17 BUDGET.

A. Recitals

(i). The adopted budget for the Fiscal Year 2016-17 sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when changes in revenue and expenditure estimates are determined to be necessary.

(iii). All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The adopted budget for Fiscal Year 2016-17, Resolution No. R-2017-xx, as heretofore amended, hereby is amended to reflect the following transfer of funds from the Account specified to the Account specified:

FUND	DESCRIPTION	DEPARTMENT	GL ACCOUNT #	AMOUNT
PEG Fund	Machinery & Equipment	Cable	581573-6840	\$ 37,931.53
PEG Fund	Fund Bal.	n/a	211-3001	\$(37,931.53)

PASSED, ADOPTED AND APPROVED this 2nd day of May, 2017.

CRAIG S. GREEN, MAYOR

ATTEST:

PATRICK J. MELIA,
CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 2nd day of May, 2017 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

PATRICK J. MELIA,
CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN BETTANHAUSEN,
CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: MAY 2, 2017

SUBJECT: **APPEAL OF THE PLANNING COMMISSION'S DENIAL OF USE PERMIT (UP) NO. 2017-01 TO PERMIT THE ESTABLISHMENT AND OPERATION OF A MASSAGE BUSINESS LOCATED AT A MULTI-TENANT COMMERCIAL SHOPPING CENTER WITHIN THE C-1 (NEIGHBORHOOD COMMERCIAL) ZONING DISTRICT**

FISCAL
IMPACT: NONE

SUMMARY:

On April 18, 2017, the City Council held a public hearing to consider an appeal of the Planning Commission's denial of Use Permit (UP) No. 2017-01 to allow for the establishment and operation of a day spa with ancillary massage services within an approximately 1,200-square foot unit in a multi-tenant commercial shopping center, located at 138 N. Bradford Avenue within the C-1 (Neighborhood Commercial) zoning district. The City Council opened the public hearing, received comments from the public and the applicant, evaluated the appeal and made a motion to close public comment, and continue the public hearing to the May 2, 2017, City Council meeting. The intent of the continuance was to allow City Staff to prepare a resolution in the affirmative with recommended findings and conditions of approval.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Open the continued Public Hearing concerning UP 2017-01; and
2. Close the Public Hearing; and
3. Consider attached Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, County of Orange, State of California, approving Use Permit No. 2017-01 and making findings of approval for the establishment and operation of a day spa with ancillary massage services on property located at 138 North Bradford Avenue in the C-1 (Neighborhood Commercial) Zoning District; and making findings that the project is categorically exempt pursuant to the California Environmental Quality Act Guidelines (CEQA) set forth in Title 14 CCR § 15301 (Class 1 – Existing Facilities) and the City of Placentia Environmental Guidelines.

2.a.

May 2, 2017

DISCUSSION:

On March 23, 2017, the applicant, Vy Luu Thoa Nguyen, submitted a timely appeal to the City regarding the Planning Commission's action of denial for UP 2017-01. On April 18, 2017, the City Council evaluated the UP for reconsideration. The applicant and applicant's representative conveyed to City Council that the applicant was not fully aware and/or involved in the publishing of online advertising which conflicts with the operational requirements set forth in Section 8.44.060 of the Placentia Municipal Code (PMC). The applicant stated that the online advertising was published independently and without prior knowledge of the business proprietor. There was discussion amongst the City Council regarding the applicant's argument and noting the lack of violations associated with the applicant's CAMTC (California Massage Therapy Council) license, which may not definitively correlate the business proprietor to be in direct violation of the PMC. Subsequent to considering all public and applicant comments, the City Council made the motion to continue the item to the next available City Council meeting, and directed City staff to prepare a resolution of approval for Council consideration.

CEQA:

The proposed UP 2017-01 was reviewed by staff in accordance with the requirements of the California Environmental Quality Act ("CEQA"), Public Resources Code §§21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§15000 *et seq.*, and the Environmental Impact Report Guidelines of the City of Placentia. If the City Council intends to approve UP 2017-01, then Staff recommends that the City Council exercise its independent judgment and find that UP 2017-01 is exempt from CEQA pursuant to State CEQA Guidelines §15301 Class 1 Existing Facilities as it applies to the operation, repair, leasing or minor alteration of existing public or private structures, of facilities or features involving "negligible or no expansion of use".

ALTERNATIVES:

Alternatively, consider attached Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, County of Orange, State of California, denying Use Permit No. 2017-01 and making findings of denial for the establishment and operation of a day spa with ancillary massage services on property located at 138 North Bradford Avenue in the C-1 (Neighborhood Commercial) Zoning District (Attachment 2). The original Staff report and information associated with the April 18th City Council information can be found as Attachment 5 to this report.

Prepared by:

Reviewed and approved:



Andrew A. Gonzales
Senior Planner



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2017-XX for Approval of UP 2017-01
Attachment A: Conditions of Approval for UP 2017-01
2. Resolution No. R-2017-XX for Denial of UP 2017-01
3. Letter of Appeal received March 23, 2017
4. Site & Floor Plans
5. April 18, 2017 City Council Agenda Report & supporting materials

RESOLUTION NO. 2017-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, APPROVING USE PERMIT NO. 2017-01 AND MAKING FINDINGS OF APPROVAL FOR THE ESTABLISHMENT AND OPERATION OF A DAY SPA WITH ANCILLARY MASSAGE SERVICES ON PROPERTY LOCATED AT 138 NORTH BRADFORD AVENUE IN THE C-1 (NEIGHBORHOOD COMMERCIAL) ZONING DISTRICT.

A. Recitals.

WHEREAS, Vy Luu Thoa Nguyen, dba VV Day Spa, ("Applicants" hereinafter) located at 138 N. Bradford Avenue, filed an application for approval of Use Permit (UP) No. 2017-01, as described in the title of this Resolution. Hereinafter, in this Resolution, the subject UP request is referred to as the "Application"; and

WHEREAS, on March 14, 2017, the Planning Commission of the City of Placentia conducted a duly noticed public hearing, as required by law, and after careful consideration of all pertinent testimony and the staff report offered in the case, the Planning Commission voted to deny UP 2017-01; and

WHEREAS, an application for appeal was submitted by the applicant, Vy Luu Thoa Nguyen, and received by the City Clerk of the City of Placentia on March 23, 2017; and

WHEREAS, on April 18, 2017, the City Council of the City of Placentia conducted a duly noticed public hearing, as required by law, and after careful consideration of all pertinent testimony and the staff report offered in the case, the City Council voted to continue UP 2017-01 to the May 2, 2017, City Council meeting and direct City staff to formulate findings and conditions of approval for the establishment and operation of the subject day spa with ancillary massage services;

WHEREAS, on May 2, 2017, the City Council of the City of Placentia conducted a duly noticed public hearing, as required by law, and concluded said hearing prior to the adoption of the Resolution, and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Placentia as follows:

Section 1. Based on the evidence presented and the findings set forth, UP 2017-01 is hereby found to be consistent with the Placentia General Plan and the implementation thereof.

SECTION NO. 2: Based upon substantial evidence presented to the City Council during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony and development plans, the City Council hereby specifically finds as follows:

a. The proposed use will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed use or within the city, or (2) injurious to the property or improvements within the neighborhood or within the City of Placentia. Subject to compliance with the attached Conditions of Approval and Standard Development Requirements (Attachment "A"), this use complies with all applicable code requirements and development standards of the C-1 (Neighborhood Commercial) and (3) it is not anticipated that the day spa establishment with ancillary massage services will generate any negative impacts on the adjacent neighborhood. All activities shall be conducted within an enclosed building, while maintaining an environment free from objectionable noise, odor, or other nuisances, subject to compliance with the attached Special Conditions of Approval and Standard Development Requirements.

b. The proposed use is consistent with the City's General Plan. The General Plan Land Use designation for the subject site is Commercial, and the proposed use does not involve any change in the land use of the subject site.

c. The proposed use, activity or improvements, subject to the attached Conditions of Approval and Standard Development Requirements (Attachment "A"), is consistent with the provisions of the Placentia Municipal Code (PMC), or regulations applicable to the property. The proposed use is a conditionally permitted use within the C-1 zoning district in the City of Placentia. Approval of the UP for a day spa establishment with ancillary massage services would be consistent with the zoning as the site can accommodate the proposed use, and considering other similar uses have been conditionally permitted within the C-1 zoning districts.

d. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of the Use Permit approval. Attachment "A" contains Conditions of Approval and Standard Development Requirements specific to UP 2017-01 to ensure compliance with the PMC.

Section 3. Based upon the environmental review of the project, the City Council finds that UP 2017-01 is exempt from the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Impact Report Guidelines of the City of Placentia pursuant to the State CEQA Guidelines § 15301 (Class 1 – Existing Facilities) as the permit would be issued to an existing structure or facility.

Section 4. The City Council hereby directs that, upon approval of UP 2017-01, that a Notice of Exemption shall be filed with the Orange County Clerk/Recorder.

Section 5. Based upon the findings and conclusions set forth herein, the City Council hereby approves UP 2017-01 as modified herein, and specifically subject to the conditions set forth in Attachment "A" attached hereto and by this reference incorporated herein.

Section 6. The Mayor shall sign this Resolution and the City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 2nd day of May, 2017.

Craig S. Green, Mayor

ATTEST:

Patrick J. Melia, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, California, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 2nd day of May, 2017, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

ATTACHMENT "A"



Attachment A
Special Conditions of Approval and Standard Development Requirements for
Use Permit (UP) 2017-01
138 N. Bradford Avenue

SPECIAL CONDITIONS

If the above referenced application is approved, applicant and/or property owner shall comply with the Special Conditions listed below and the Standard Development Requirements attached.

ALL OF THE FOLLOWING SPECIAL CONDITIONS OF APPROVAL AND STANDARD DEVELOPMENT REQUIREMENTS SHALL BE FULLY COMPLIED WITH FOR THE USE PERMIT TO CONTINUE IN GOOD STANDING.

1. Use Permit (UP) 2017-01 is valid for a period of twelve (12) months from the date of final determination. If the use approved by this action is not established within such a period of time, this approval shall be terminated and shall be null and void, unless an extension is applied for and approved.
2. UP 2017-01 shall expire and be of no further force or effect if the use is discontinued or abandoned for a period of one (1) year.
3. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation of said action by the City of Placentia City Council.
4. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may be issued against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.

5. Any changes or modifications to UP 2016-14 shall be subject to review and approval by the Director of Development Services or designee, with substantial changes or modifications subject to City Council review and approval.
6. Prior to any changes to the days and hours of operation, the applicant shall obtain written approval from the Director of Development Services or his/her designee. The following are the specified days and hours of operation:
 - 10:00 AM, to 9:00 PM, Monday through Saturday
 - 11:00 AM, to 9:00 PM, Sunday
7. If at any time in the future, the Director of Development Services determines that a parking/circulation study is necessary to address parking and/or circulation issues relative to the use, the applicant and/or current business owner, shall be responsible for the cost of a parking and/or circulation study prepared by a consultant selected by the City. The applicant and/or current business owner shall also be responsible for the implementation costs of any mitigation measures deemed appropriate by the City based upon the findings of this study.
8. Pursuant to Section 23.90.180(9), the total area occupied by window signs shall not exceed more than twenty-five (25) percent of the window area through which they are displayed. If more than 25 percent exists, the applicant shall remove all excess signage.
9. The applicant/business owner shall be responsible for maintaining the property, including the landscaped areas, walkways, and all paved surfaces, free from graffiti, debris and litter. Graffiti shall be removed by the applicant/business owner within 48 hours of defacement and/or upon notification by the City. The paint utilized to cover the graffiti must substantially match the existing structure. In the event that the paint finish of the abated area is noticeably distinguishable from the rest of the structure, the property owner shall paint additional portions of the building to minimize the disparity, subject to the approval of the Development Services Director.
10. The applicant business owner shall maintain a valid City Business License at all times during operation of the business.
11. There shall be no special promotional events held on the property, unless a written request for such is received and approved by the City of Placentia Development Services Department.
12. This use permit may be reviewed at the discretion of the Director of Development Services in order to determine if the business is operating in compliance with all required Special Conditions of Approval and Standard Development Requirements.

DEVELOPMENT SERVICES DEPARTMENT – BUILDING & SAFETY DIVISION:

13. Future T.I. (tenant improvement) work requires to provide detail building plans to be submitted for review and approval by the City (Planning and Building). Prior to building permit issuance.
14. Existing unisex restroom shall be in compliance with ADA requirements.

POLICE DEPARTMENT:

15. This use permit may be reviewed at the discretion of the Police Department and subject to random inspections in order to determine if the business is operating in compliance with all required Special Conditions of Approval and Standard Development Requirements, including the code provisions in accordance with Placentia Municipal Code, Section 8.44.050(e).
16. The floor plan shall conform to the physical requirements of the Municipal Code, and a physical inspection shall be conducted to verify compliance with the 26 requirements listed in Placentia Municipal Code, Section 8.44.060.
17. There shall be no locking mechanisms on any interior door that would impede inspection to massage treatment rooms, including but not limited to a locking mechanism on any treatment room door, unless there is no person on staff who is available to assure the security for clients and massage staff that are behind closed doors.
18. No door-viewer or peephole designed to look through a door or wall may be installed on any treatment room.
19. At all times the massage establishment is open for business, it shall have on duty and on the premises at least one certified massage technician and one manager.

ORANGE COUNTY FIRE AUTHORITY – FIRE PREVENTION DEPARTMENT:

20. Prior to the issuance of a building permit, any plan required by the Orange County Fire Authority (OCFA) shall require the completion of a "Plan Submittal Criteria Form" by the project applicant.
21. If an OCFA plan review is required, then prior to issuance of temporary or final certificate of occupancy, any OCFA inspections required from approved plans shall be completed to the satisfaction of the OCFA inspection and be in substantial compliance with code and standards applicable to the project and commensurate with the type of occupancy (temporary or final) required. Inspections shall be scheduled at least five (5) days in advance by calling OCFA Inspection Scheduling at (714) 573-6150.

RESOLUTION NO. 2017-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, DENYING USE PERMIT NO. 2017-01 AND MAKING FINDINGS OF DENIAL FOR THE ESTABLISHMENT AND OPERATION OF A DAY SPA WITH ANCILLARY MASSAGE SERVICES ON PROPERTY LOCATED AT 138 NORTH BRADFORD AVENUE IN THE C-1 (NEIGHBORHOOD COMMERCIAL) ZONING DISTRICT

A. Recitals

WHEREAS, Vy Luu Thoa Nguyen, dba VV Day Spa, ("Applicants" hereinafter) located at 138 N. Bradford Avenue, filed an application for approval of Use Permit (UP) No. 2017-01, as described in the title of this Resolution. Hereinafter, in this Resolution, the subject UP request is referred to as the "Application"; and

WHEREAS, on March 14, 2017, the Planning Commission of the City of Placentia conducted a duly noticed public hearing, as required by law, and after careful consideration of all pertinent testimony and the staff report offered in the case, the Planning Commission voted to deny UP 2017-01; and

WHEREAS, an application for appeal was submitted by the applicant, Vy Luu Thoa Nguyen, and received by the City Clerk of the City of Placentia on March 23, 2017; and

WHEREAS, on April 18, 2017, the City Council of the City of Placentia conducted a duly noticed public hearing, as required by law, and concluded said hearing prior to the adoption of the Resolution, and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution

NOW, THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Placentia as follows:

Section 1. Based on the evidence presented and the findings set forth, UP 2017-01 is hereby found to be inconsistent with the Placentia General Plan and the implementation thereof.

Section 2. Based upon substantial evidence presented to the City Council during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony and development plans, the City Council hereby specifically finds as follows:

a. The proposed day spa with ancillary massage services use will be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed use or within the city, or (2) injurious to the property or improvements within the neighborhood or within the City. It is anticipated that a day spa operation will generate negative impacts on the adjacent neighborhood. The day spa use may have the potential to impact public health, safety, and general welfare of patrons, business owners, and residents within the surrounding area, as elucidated below;

b. The Applicant is already operating at the facility without a valid use permit.

c. The Applicant's Statement of Use, submitted as part of the application for use permit, contains false and misleading information in that the application describes the business as professional therapy services, however, the business is posted on internet websites advertising prostitution and illicit sexual activity. VV Day Spa's listed services include body treatments, body scrubs, and showers with the aid of an attendant.

d. VV Day Spa, currently operating without a use permit, is in violation of Placentia Municipal Code Section 8.44.060(21) states the following:

No massage establishment shall place, publish or distribute or cause to be placed, published or distributed any advertising matter that depicts any portion of the human body that would reasonably suggest to prospective customers that any service is available other than those services described in this chapter. No massage establishment shall employ language in the text of such advertising that would reasonably suggest to prospective customers that any service is available other than those services authorized by this chapter.

The advertisements for VV Day Spa include photographs of scantily clad women including one posing on a bed with stiletto heels and also offering shower by an attendant in violation of the City's massage ordinance.

Section 3. Based upon the environmental review of the project, the City Council finds that UP 2017-01 is exempt from the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Impact Report Guidelines of the City of Placentia pursuant to the State CEQA Guidelines § 15301 (Class 1 – Existing Facilities) as the permit would be issued to an existing structure or facility.

Section 4. Based upon the findings and conclusions set forth herein, the City Council hereby denies UP 2017-01.

Section 5. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining

provisions, sections, paragraphs, sentences and words of this Resolution shall remain in full force and effect.

Section 6. The Mayor shall sign this Resolution and the City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 2nd day of May, 2017.

Craig S. Green, Mayor

ATTEST:

Patrick J. Melia, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, California, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 2nd day of May, 2017, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Vy Luu Thao Nguyen
13801 Shirley St., Unit 34
Garden Grove, CA 92843

RECEIVED
MAR 23 2017
PLANNING

March 24, 2017

City of Placentia
City Clerk's Office
401 East Chapman Ave.
Placentia, CA 92870

RE: Appeal of Planning Commission Decision Dated 3/14/2017
VV Day Spa located at 138 N. Bradford Ave., Placentia, CA

Dear City Clerk:

I am hereby appealing by this letter the decision of the City of Placentia Planning Commission dated March 14, 2017 in which they denied my application for a use permit to operate a day spa under the name of VV Day Spa located at 138 N. Bradford Ave., Placentia, CA. (referred to herein as the "Day Spa")

I have been a licensed massage therapist for over ten (10) years and I have been a certified Massage Therapist through CAMTC since its inception in 2012. I have operated several massage therapy businesses in the orange county area and have been duly licensed to operate those businesses by the cities I have operated in. I have never received any tickets or violations either as a massage therapist or as a massage business owner. I have operated as a massage therapist and as a business owner without any problems and have always been in compliance within all of the rules and ordinances of the of all of the cities I have worked in and/or operated as a business owner and have always been in compliance with the laws of the State of California. I am proud to be a law abiding citizen and I am thankful for the opportunity to begin operating a massage establishment the City of Placentia and hopefully you will allow me to operate my Day Spa business within the City of Placentia and be a contributing member of the business community.

I must apologize for not completely understanding the proceedings that took place before the Planning Commission on March 14, 2017. I did not understand why you would hold the advertisement, that resulted in the denial of my application for a use permit, against me, since I did not create nor was I ever aware that it existed until it was brought to my attention. I did hire an individual who did prepare an advertisement once the business was open for business and I am enclosing a copy for your information. However, I did not have anything to do with the bad advertisement. You can confirm with the entity that listed the bad advertisement that I had nothing to do with it and I have been advised that it may have done by a prior owner of the business. However, that is not how I do business and I will not allow that type of advertisement to be used in my business.

I am aware the requirements issued by the CAMTC regarding the operation of a massage business and I am familiar with the requirements for the type of advertising that is allowed and not allowed. In my own way I tried to tell you at the Planning Commission meeting that it was not my advertisement but apparently I was not able to make myself clear at that time. However, I have hired the services of consultant who is very familiar with the CAMTC compliance and procedures and the City of Placentia ordinances who will continue to guide me in the operation of my massage business should you grant my appeal and allow me to operate in your city. He will be present to speak on my behalf before the City Council when they hear this appeal. He has also reviewed with me the massage ordinances issued by the City of Placentia so that I can continue to operate as a law abiding member of the business community.

In addition to the hiring of the business consultant, I welcome regular input from the City of Placentia Planning Dept. should they require additional documentation from myself or my employees so that I can operate in full compliance of all rules and regulations of the City of Placentia and the laws of the State of California. I intend to keep in touch with the City of Placentia Planning Dept. on a regular basis to make sure that I am in compliance with the rules and regulations.

My extensive experience as a massage therapist for over ten (10) years) and spa owner for the last few years will continue to provide in the future a tremendous benefit to the citizens of the City of Placentia as well as the financial well being of the other members of the business community. I am enclosing herein an article from Men's Health Magazine one of the largest and most respected magazines published with a circulation that is in the millions and distributed worldwide. In that article entitled "The Benefits of Massage" it goes on to state all of the benefits that an individual can achieve through the receipt of regular massage therapy. It also goes on to cite highly credible studies of the benefits of massage therapy as set forth in professional journals such as "The Clinical Journal of Pain", "Journal of Conditioning and Strength Research", "Journal of Clinical Psychiatry", and the "Journal of Alternative and Complementary Medicine".

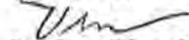
My business and the individual massage therapists that will work at the location will provide all of these benefits that include, but are not limited to, relief of upper, middle and lower back pain, neck pain, constipation, depression, high blood pressure and improved athletic performance. Furthermore, the success of my business allows other businesses in the area to benefit because the customers are quality individuals who will frequent other businesses in the same shopping center and the area that will help those businesses be successful and will add jobs and reduce the unemployment within the city limits and ultimately add to the economy and sales taxes that the City of Placentia will receive.

March 24, 2017
City of Placentia
Page 3

Therefore, I am asking you to grant my Application For a Use Permit to allow me to operate my business because it will allow me to make money to support my family. I have suffered through the bad economy over the last few years but I still worked hard to support my family and provided a quality place for other individuals to work and provide for their families. Now that the economy is getting better, although it is still a financial struggle, I would like to be able to operate my massage therapy business and be an upstanding and productive member of the business community here in the City of Placentia.

I am hopeful that you will approve my Application For A Use Permit and grant my appeal. Thank you for your courtesy and consideration in this matter.

Sincerely,



Vy Luu Thao Nguyen

3/22/2017

V V Day Spa ♥♥♥♥♥ GRAND OPENING! ♥♥♥♥♥ All NEW Place! ♥♥♥♥♥ - Orange County therapeutic massage - backpage.com

keyword

message

orange county, ca free classifieds

[backpage.com](#) > [Orange County services](#) > [Orange County massage](#)

V V Day Spa ♥♥♥♥♥ GRAND OPENING! ♥♥♥♥♥ All NEW Place! ♥♥♥♥♥

Posted Saturday, February 19, 2017 12:52 PM

GRAND OPENING

V V DAY SPA

138 N BRADFORD AVE
PLACENTIA, CA 92970

(949) 899-7005

🌀 "Vee Vee Spa" is Placentia's newest and best day spa!
Experience luxury and class. Our beautiful staff is here to make sure your visit is an enjoyable!

3/22/2017

V V Day Spa ♥♥♥♥♥ GRAND OPENING! ♥♥♥♥♥ All NEW Place! ♥♥♥♥♥ - Orange County therapeutic massage - backpage.com



*We feature the finest amenities.
Vichy Shower
Body Scrub
Warm Stone Massage*

Men's Health

THE BENEFITS OF MASSAGE

Fix It with Massage

Massages are more than just indulgences. They're proven health and mood treatments. Find out how they can benefit you

Neck Pain massages over 10 weeks. Sound good? People with **Ten neck** chronic neck pain reported a 55 percent improvement after this regimen, according to a 2009 study in the *Clinical Journal of Pain*. They even scored 39 percent better on the worst-sounding test ever, the Neck Disability Index. (It assesses the pain's impact.)

Athletic Performance

"Musculotendinous" massages target muscle-tendon junctions, and a 2010 study in the *Journal of Strength and Conditioning Research* found that even a 30-second round improved hip-flexor range of motion. Try it: Find where muscle meets tendon just behind and above your knee, and rub the spot in small circles with your thumb.

Stress

You don't need a full-body rubdown to feel good. In a 2010 study from Sweden, one 80-minute hand-and-foot massage significantly lowered people's heart rates, cortisol levels, and insulin levels—all of which help lower stress.

Depression

Take your pick: Swedish, shiatsu, and other massage types may ease depression, a 2010 meta-analysis in the *Journal of Clinical Psychiatry* found. How? Massages reduce stress hormone levels, heart rate, and blood pressure, and boost mood and relaxation by triggering the release of oxytocin and serotonin.

High Blood Pressure

A study in the *Journal of Alternative and Complementary Medicine* found that after people with normal blood pressure had deep-tissue massage for 45 to 60 minutes, their BPs fell—specifically, by an average of 10.4 millimeters of mercury (mm/Hg) systolic, and 5.3 mm/Hg diastolic.

Lower-Back Pain

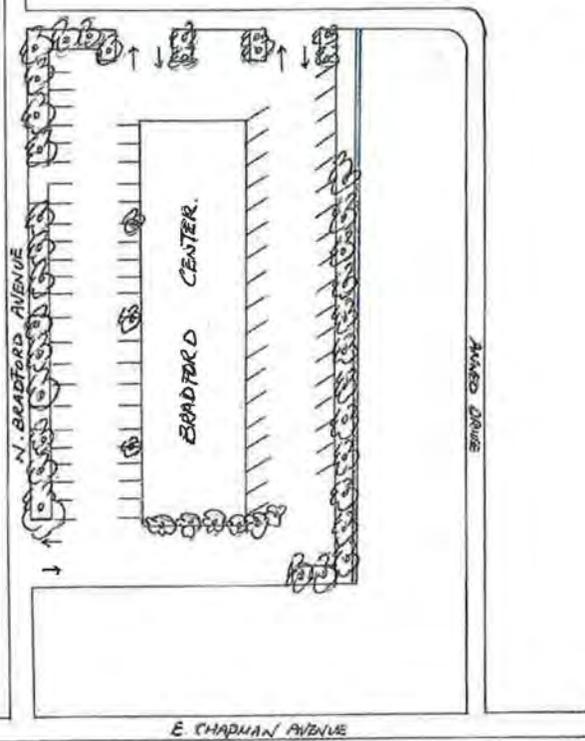
Back problems can be complex. One solution is simple: Common massage techniques can help you relax, and trigger an endorphin release that raises your threshold for pain. And that might help people with all sorts of lower-back pain, notes a 2009 meta-analysis in the journal *Spine*.

Constipation

Would you like an abdominal massage with that laxative? Yes, you would: A 2009 Swedish study found that people who received a massage along with traditional constipation treatment felt significantly better than those who stuck with just laxatives.

<http://www.menshealth.com/health/massage-benefits>

V.V. Day SPA.
 138 N. Bradford Ave., PLACENTIA AVE., PLACENTIA, CA., 92870



LOCATION: 110-140 N. BRADFORD AVENUE PLACENTIA CA
 LOT SIZE: 40000 sf.



PROJECT DATA

ASSESSOR'S PARCEL NUMBER
 SITE ADDRESS
 TOTAL SITE AREA
 TOTAL PROJECT FOOTPRINT
 TOTAL PROJECT FLOOR AREA

TOTAL PARKING REQUIRED
 TOTAL PARKING AVAILABLE

CURRENT ZONING
 PROPOSED ZONING
 GENERAL PLAN DESIGNATION

DATE OF PROJECT SITE USE
 PROPOSED PROJECT SITE USE

PROPOSER'S PROPERTY

Ed Peube
 17555 Greenleaf ST.
 BUCINO, CA 91316
 V. Luu Thao Nguyen
 13801 Shieley ST., # 34
 GARDEN GROVE, CA, 92843

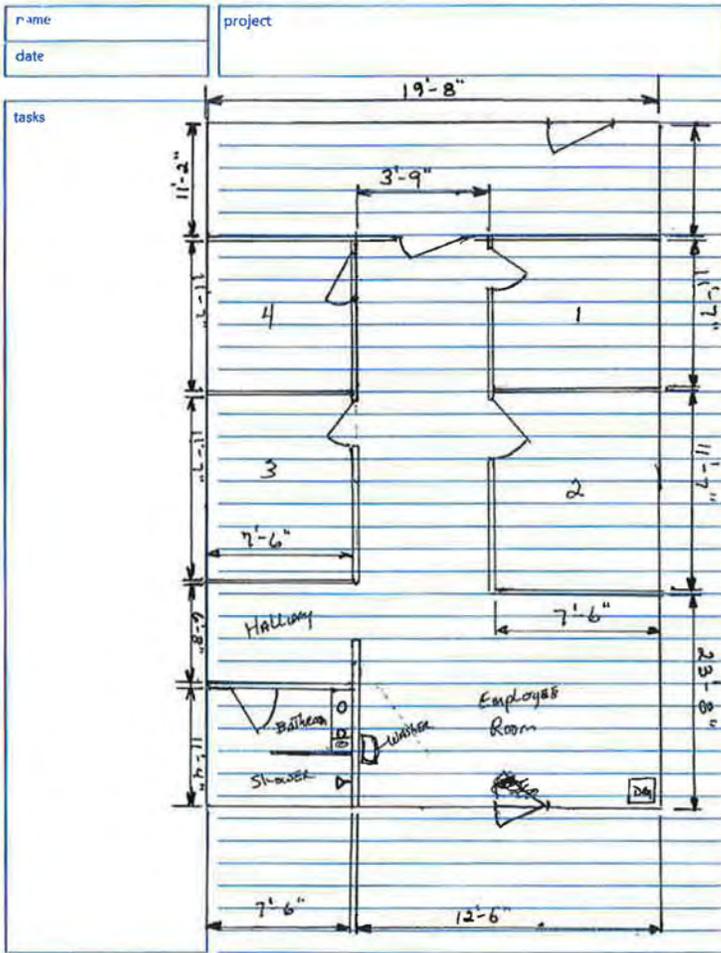
110-140 N Bradford Ave.,
 40,000 sf Placentia, CA
 40000 sf

1 SPACES
 85 Spaces

UNZONED
 UNZONED

UNZONED
 UNZONED

UP 2017-01
 138 N Bradford Avenue
 VV Day Spa



UP 2017-01
 138 N Bradford Avenue
 VV Day Spa



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: APRIL 18, 2017

SUBJECT: **APPEAL OF THE PLANNING COMMISSION'S DENIAL OF USE PERMIT (UP) NO. 2017-01 TO PERMIT THE ESTABLISHMENT AND OPERATION OF A MASSAGE BUSINESS LOCATED AT A MULTI-TENANT COMMERCIAL SHOPPING CENTER WITHIN THE C-1 (NEIGHBORHOOD COMMERCIAL) ZONING DISTRICT**

FISCAL
IMPACT: NONE.

SUMMARY:

On March 14, 2017, the Planning Commission held a public hearing to consider Use Permit (UP) No. 2017-01 to permit the establishment and operation of a day spa with ancillary massage services within an approximately 1,200-square foot unit at a multi-tenant commercial shopping center, located at 138 N. Bradford Avenue within the C-1 (Neighborhood Commercial) zoning district. The Planning Commission denied the UP and adopted Resolution No. R-2017-05 denying the application based on the findings of fact contained within the resolution. On March 23, 2017, the project applicant submitted an appeal of the Planning Commission's decision requesting reconsideration of the UP before the City Council.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Open the Public Hearing concerning UP 2017-01; and
2. Receive the Staff Report and consider all public testimony; and
3. Close the Public Hearing; and
4. Adopt Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia California, County of Orange, State of California, denying Use Permit No. 2017-01 and making findings of denial for the establishment and operation of a day spa with ancillary massage services on property located at 138 North Bradford Avenue in the C-1 (Neighborhood Commercial) Zoning District; and making findings that the project is categorically exempt pursuant to the California Environmental Quality Act Guidelines

2.a.

April 18, 2017

(CEQA) set forth in Title 14 CCR § 15301 (Class 1 – Existing Facilities) and the City of Placentia Environmental Guidelines.

BACKGROUND:

In 2009, the California legislature eliminated local control of massage establishments by enacting Section 4600 et seq. of the Business and Professions Code, which established voluntary statewide certification of massage practitioners and therapists, and restricted local control of massage establishments. As a result, jurisdictions could only impose requirements on massage therapy businesses that were the same as those uniformly applied to all other business providing professional services. Because local jurisdictions regulate various types of businesses differently without a uniform set of “professional service” regulations, jurisdictions were unable to regulate an industry that can be susceptible to criminal activity, including human trafficking and prostitution. In October 2015, the Planning Commission recommended that the City Council approve a proposed ordinance which would require all massage applicants to apply for a UP for the operation of a massage establishment in zones where such a use would be authorized. UP’s are acted upon by the Planning Commission, which provides an opportunity to include reasonable conditions of approval to regulate the business. On January 19, 2016, the City Council approved Ordinance No. O-2016-02. Pursuant to the ordinance, the Placentia Police Department will continue to conduct background checks on individuals applying for massage licenses and UP’s are required for all new massage businesses and for those existing massage businesses which are operating without a UP.

PROJECT DESCRIPTION:

The proposed day spa facility is located within a multi-tenant commercial shopping center on an approximately 2.4-acre site. The subject site is accessible via three (3), two-way driveways along N. Bradford Avenue and Anned Drive, including a reciprocal drive aisle accessible from E. Chapman Avenue. The day spa facility is an existing operation that underwent a business transfer from the prior owner, Vy Thi Vo, operating under the business name dba “Pacific Spa”. According to the applicant’s letter submitted and received January 12, 2017, the day spa establishment will conduct all services entirely within the 1,200-square foot commercial tenant space. Weekly business operations will be conducted between the hours of 10:00 a.m. and 9:00 p.m., Monday through Saturday, and between 11:00 a.m. and 9:00 p.m. on Sunday.

Primary customer access into the facility will be served by a primary storefront located along the N. Bradford Road building facade. This access will lead to the reception room, which is designated as the customer check-in area. Access from the reception room to the massage therapy rooms is restricted by a controlled access door. On the other side of the door, the interior layout consists of four (4) private therapy rooms, restroom/shower area, and employee room. A rear door located along the building’s east elevation will serve as secondary access for employees only. A total of four (4) therapists is proposed at the facility, with two (2) therapists working at any given time.

Applicable Code Section – Placentia Municipal Code

The subject property is currently zoned C-1. The project will be required to comply with development standards and use requirements set forth in the Placentia Municipal Code (PMC) for projects within the C-1 zoning district. Pursuant to PMC Section 23.33.040, a personal service use that includes massage services shall require a UP to be reviewed and approved at a noticed public hearing before the Planning Commission.

Subject Site and Surrounding Land Uses

VV Day Spa is a proposed day spa with ancillary massage services within an existing multi-tenant commercial shopping center located on the east side of N. Bradford Avenue, north of E. Chapman Avenue. The table below shows existing surrounding land uses, zones, and General Plan Land Use Designations:

Surrounding Land Uses:

Location	Existing Land Use	Land Use Element General Plan Designation	Zoning Map Designation
Subject Site	VV Day Spa (Formerly Pacific Spa)	Commercial	C-1 (Neighborhood Commercial)
North (across Anned Drive)	Commercial Offices & Valencia High School	Commercial & Schools	C-1 & R-1 (Single Family Residential)
South	Multi-tenant Commercial Shopping Center (Chapman Square)	Commercial	C-1
East	Detached, Single-family Residences	Low Density Residential	R-1
West (across N. Bradford Avenue)	Kraemer Memorial Park	Parks/Open Space	R-1

ZONING COMPLIANCE ANALYSIS:

Site Development Standards

The project is located within the C-1 zoning district. Based on staff's analysis, the project meets a majority of the minimum and maximum development standards of the PMC. No major changes to the building footprint and overall envelope will take place as a result of the project.

Section 23.78.030 of the PMC requires a minimum of four (4) parking spaces per 1,000 square feet of unit area (gross). As such, a total of four (4) spaces are required for the subject unit. Currently, 152 spaces are provided adjacent to the front of the unit with additional spaces provided throughout the entire commercial center. Based upon an evaluation of the existing parking inventory, adequate onsite parking will be provided for the day spa establishment.

Other Departments Concerns and Requirements

The Divisions of Planning and Code Enforcement, the Police Department as well as the Orange County Fire Authority, have reviewed the application and identified comments and applicable code requirements with no major concerns or comments.

ISSUES ANALYSIS:

Business Operations

In accordance with PMC Section 8.44.060, all massage establishments operating within the City shall adhere to specific operational standards. These requirements provide the necessary framework in protecting public health, safety, and general welfare of all patrons and citizens of the community. Noncompliance with these standards may result in negative impacts to the surrounding area, especially upon sensitive land use receptors as residential neighborhoods, parks, and schools. Failure to comply with these requirements may result in the potential revocation of any prior approval, resulting in the forced closure of a business determined to be operating in a fashion of impropriety.

Upon an investigation by the Planning Staff, it has been revealed that the proposed facility is not fully adhering to the below mentioned requirement. PMC Section 8.44.060(21) states the following:

No massage establishment shall place, publish or distribute or cause to be placed, published or distributed any advertising matter that depicts any portion of the human body that would reasonably suggest to prospective customers that any service is available other than those services described in this chapter. No massage establishment shall employ language in the text of such advertising that would reasonably suggest to prospective customers that any service is available other than those services authorized by this chapter.

Advertisements on websites historically linked to perpetuating and facilitating the occurrences of human trafficking and prostitution, have revealed several "VV Day Spa" advertisements depicting women in provocative poses in a highly sexualized manner, including emoticons that are sexually suggestive to services provided. The massage services advertised include "body treatment, body scrub, and shower by attendant", which are services not identified within the Statement of Use document provided by the applicant on January 12, 2017. Therefore, it is the determination of the Planning Division that the proposed business does not fully adhere to the operating regulations identified within the City's massage ordinance (PMC Chapter 8.44–Massage Establishments).

Police Department Review

Based upon the Police Department's review of the prior business in February 2017, the current location has operated without any calls for service or known criminal activity. Although the prior business does not indicate any calls for service, the advertisements by the proposed establishment is inconsistent with the City's zoning standards for operation of a massage establishment within the City.

Appeal

On March 23, 2017, the applicant, Vy Luu Thoa Nguyen, submitted an appeal to the City contesting the Planning Commission's action of denial for UP 2017-01. The appeal contends that the Planning Commission denied the UP without fully assessing the applicant's involvement in the publishing of online advertising that directly conflicted with the operational requirements set forth in Section 8.44.060 of the PMC. The applicant acknowledges employing an advertising consultant, but insists that authorization was not granted for both the content and publishing of any advertising prior to the approval of the UP. The applicant states that the online advertising was published independently and without prior knowledge of the future business proprietor. Furthermore, to substantiate the applicant's status as a respectable operator, she highlights her record as a CAMTC (California Massage Therapy Council) licensed therapist which is free from any citations/violations. The applicant hired a third party consultant with expertise in CAMTC compliance and City requirements as a good faith effort to the City that all future operations will be conducted without incident.

CEQA:

The proposed UP 2017-01 was reviewed by staff in accordance with the requirements of the California Environmental Quality Act ("CEQA"), Public Resources Code §§21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§15000 *et seq.*, and the Environmental Impact Report Guidelines of the City of Placentia. If the City Council intends to approve UP 2017-01, then Staff recommends that the Planning Commission exercise its independent judgment and find that UP 2017-01 is exempt from CEQA pursuant to State CEQA Guidelines §15301 Class 1 Existing Facilities as it applies to the operation, repair, leasing or minor alteration of existing public or private structures, of facilities or features involving "negligible or no expansion of use".

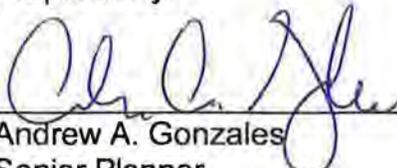
PUBLICATION NOTIFICATION:

Legal notice was published in the Placentia News Times on April 7, 2017, and notices were sent to property owners of record within a 300-foot radius of the subject property on April 6, 2017. As of April 13, 2017, Staff has received no comments in support of or in opposition to the request.

RECOMMENDATION:

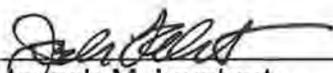
The Planning Division recommends that the City Council of the City of Placentia adopt the Resolution No. R-2017-XX recommending denial of UP 2017-01.

Prepared by:



Andrew A. Gonzales
Senior Planner

Reviewed and approved:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2017-XX
2. Letter of Appeal received March 23, 2017
3. Site & Floor Plans
4. Statement of Use Submitted by the Applicant Dated January 11, 2017
5. VV Day Spa Advertisements
6. PMC Chapter 8.44 – Massage Establishments

RESOLUTION NO. 2017-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, DENYING USE PERMIT NO. 2017-01 AND MAKING FINDINGS OF DENIAL FOR THE ESTABLISHMENT AND OPERATION OF A DAY SPA WITH ANCILLARY MASSAGE SERVICES ON PROPERTY LOCATED AT 138 NORTH BRADFORD AVENUE IN THE C-1 (NEIGHBORHOOD COMMERCIAL) ZONING DISTRICT

A. Recitals

WHEREAS, Vy Luu Thoa Nguyen, dba VV Day Spa, ("Applicants" hereinafter) located at 138 N. Bradford Avenue, filed an application for approval of Use Permit (UP) No. 2017-01, as described in the title of this Resolution. Hereinafter, in this Resolution, the subject UP request is referred to as the "Application"; and

WHEREAS, on March 14, 2017, the Planning Commission of the City of Placentia conducted a duly noticed public hearing, as required by law, and after careful consideration of all pertinent testimony and the staff report offered in the case, the Planning Commission voted to deny UP 2017-01; and

WHEREAS, an application for appeal was submitted by the applicant, Vy Luu Thoa Nguyen, and received by the City Clerk of the City of Placentia on March 23, 2017; and

WHEREAS, on April 18, 2017, the City Council of the City of Placentia conducted a duly noticed public hearing, as required by law, and concluded said hearing prior to the adoption of the Resolution, and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution

NOW, THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Placentia as follows:

Section 1. Based on the evidence presented and the findings set forth, UP 2017-01 is hereby found to be inconsistent with the Placentia General Plan and the implementation thereof.

Section 2. Based upon substantial evidence presented to the City Council during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony and development plans, the City Council hereby specifically finds as follows:

a. The proposed day spa with ancillary massage services use will be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed use or within the city, or (2) injurious to the property or improvements within the neighborhood or within the City. It is anticipated that a day spa operation will generate negative impacts on the adjacent neighborhood. The day spa use may have the potential to impact public health, safety, and general welfare of patrons, business owners, and residents within the surrounding area, as elucidated below;

b. The Applicant is already operating at the facility without a valid use permit.

c. The Applicant's Statement of Use, submitted as part of the application for use permit, contains false and misleading information in that the application describes the business as professional therapy services, however, the business is posted on internet websites advertising prostitution and illicit sexual activity. VV Day Spa's listed services include body treatments, body scrubs, and showers with the aid of an attendant.

d. VV Day Spa, currently operating without a use permit, is in violation of Placentia Municipal Code Section 8.44.060(21) states the following:

No massage establishment shall place, publish or distribute or cause to be placed, published or distributed any advertising matter that depicts any portion of the human body that would reasonably suggest to prospective customers that any service is available other than those services described in this chapter. No massage establishment shall employ language in the text of such advertising that would reasonably suggest to prospective customers that any service is available other than those services authorized by this chapter.

The advertisements for VV Day Spa include photographs of scantily clad women including one posing on a bed with stiletto heels and also offering shower by an attendant in violation of the City's massage ordinance.

Section 3. Based upon the environmental review of the project, the City Council finds that UP 2017-01 is exempt from the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Impact Report Guidelines of the City of Placentia pursuant to the State CEQA Guidelines § 15301 (Class 1 – Existing Facilities) as the permit would be issued to an existing structure or facility.

Section 4. Based upon the findings and conclusions set forth herein, the City Council hereby denies UP 2017-01.

Section 5. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining

provisions, sections, paragraphs, sentences and words of this Resolution shall remain in full force and effect.

Section 6. The Mayor shall sign this Resolution and the City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 18th day of April, 2017.

Craig S. Green, Mayor

ATTEST:

Patrick J. Melia, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, California, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 18th day of April, 2017, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

***Vy Luu Thao Nguyen
13801 Shirley St., Unit 34
Garden Grove, CA 92843***

RECEIVED
MAR 23 2017
PLANNING

March 24, 2017

City of Placentia
City Clerk's Office
401 East Chapman Ave.
Placentia, CA 92870

RE: Appeal of Planning Commission Decision Dated 3/14/2017
VV Day Spa located at 138 N. Bradford Ave., Placentia, CA

Dear City Clerk:

I am hereby appealing by this letter the decision of the City of Placentia Planning Commission dated March 14, 2017 in which they denied my application for a use permit to operate a day spa under the name of VV Day Spa located at 138 N. Bradford Ave., Placentia, CA. (referred to herein as the "Day Spa")

I have been a licensed massage therapist for over ten (10) years and I have been a certified Massage Therapist through CAMTC since its inception in 2012. I have operated several massage therapy businesses in the orange county area and have been duly licensed to operate those businesses by the cities I have operated in. I have never received any tickets or violations either as a massage therapist or as a massage business owner. I have operated as a massage therapist and as a business owner without any problems and have always been in compliance within all of the rules and ordinances of the of all of the cities I have worked in and/or operated as a business owner and have always been in compliance with the laws of the State of California. I am proud to be a law abiding citizen and I am thankful for the opportunity to begin operating a massage establishment the City of Placentia and hopefully you will allow me to operate my Day Spa business within the City of Placentia and be a contributing member of the business community.

I must apologize for not completely understanding the proceedings that took place before the Planning Commission on March 14, 2017. I did not understand why you would hold the advertisement, that resulted in the denial of my application for a use permit, against me, since I did not create nor was I ever aware that it existed until it was brought to my attention. I did hire an individual who did prepare an advertisement once the business was open for business and I am enclosing a copy for your information. However, I did not have anything to do with the bad advertisement. You can confirm with the entity that listed the bad advertisement that I had nothing to do with it and I have been advised that it may have done by a prior owner of the business. However, that is not how I do business and I will not allow that type of advertisement to be used in my business.

March 24, 2017
City of Placentia
Page 2

I am aware the requirements issued by the CAMTC regarding the operation of a massage business and I am familiar with the requirements for the type of advertising that is allowed and not allowed. In my own way I tried to tell you at the Planning Commission meeting that it was not my advertisement but apparently I was not able to make myself clear at that time. However, I have hired the services of consultant who is very familiar with the CAMTC compliance and procedures and the City of Placentia ordinances who will continue to guide me in the operation of my massage business should you grant my appeal and allow me to operate in your city. He will be present to speak on my behalf before the City Council when they hear this appeal. He has also reviewed with me the massage ordinances issued by the City of Placentia so that I can continue to operate as a law abiding member of the business community.

In addition to the hiring of the business consultant, I welcome regular input from the City of Placentia Planning Dept. should they require additional documentation from myself or my employees so that I can operate in full compliance of all rules and regulations of the City of Placentia and the laws of the State of California. I intend to keep in touch with the City of Placentia Planning Dept. on a regular basis to make sure that I am in compliance with the rules and regulations.

My extensive experience as a massage therapist for over ten (10) years) and spa owner for the last few years will continue to provide in the future a tremendous benefit to the citizens of the City of Placentia as well as the financial well being of the other members of the business community. I am enclosing herein an article from Men's Health Magazine one of the largest and most respected magazines published with a circulation that is in the millions and distributed worldwide. In that article entitled "The Benefits of Massage" it goes on to state all of the benefits that an individual can achieve through the receipt of regular massage therapy. It also goes on to cite highly credible studies of the benefits of massage therapy as set forth in professional journals such as "The Clinical Journal of Pain", "Journal of Conditioning and Strength Research", "Journal of Clinical Psychiatry", and the "Journal of Alternative and Complementary Medicine".

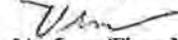
My business and the individual massage therapists that will work at the location will provide all of these benefits that include, but are not limited to, relief of upper, middle and lower back pain, neck pain, constipation, depression, high blood pressure and improved athletic performance. Furthermore, the success of my business allows other businesses in the area to benefit because the customers are quality individuals who will frequent other businesses in the same shopping center and the area that will help those businesses be successful and will add jobs and reduce the unemployment within the city limits and ultimately add to the economy and sales taxes that the City of Placentia will receive.

March 24, 2017
City of Placentia
Page 3

Therefore, I am asking you to grant my Application For a Use Permit to allow me to operate my business because it will allow me to make money to support my family. I have suffered through the bad economy over the last few years but I still worked hard to support my family and provided a quality place for other individuals to work and provide for their families. Now that the economy is getting better, although it is still a financial struggle, I would like to be able to operate my massage therapy business and be an upstanding and productive member of the business community here in the City of Placentia.

I am hopeful that you will approve my Application For A Use Permit and grant my appeal. Thank you for your courtesy and consideration in this matter.

Sincerely,



Vy Luu Thao Nguyen

3/22/2017

V V Day Spa ♥♥♥♥♥ GRAND OPENING ! ♥♥♥♥♥ All NEW Place ! ♥♥♥♥♥ - Orange County therapeutic massage - backpage.com

keyword

massage

orange county, ca free classifieds

[backpage.com](#) > [Orange County services](#) > [Orange County massage](#)

V V Day Spa ♥♥♥♥♥ GRAND OPENING ! ♥♥♥♥♥ All NEW Place ! ♥♥♥♥♥

GRAND OPENING

V V DAY SPA

138 N BRADFORD AVE
PLACENTIA, CA 92970

(949) 899-7005

*♥ "Vee Vee Spa" is Placentia's newest and best day spa !
Experience luxury and class. Our beautiful staff is here to make sure your visit is an
enjoyable!*

<http://orangecounty.backpage.com/TherapeuticMassage/v-v-day-spa-grand-opening-all-new-place/91620712>

1/5

3/22/2017

V V Day Spa ♡♡♡♡ GRAND OPENING! ♡♡♡♡ All NEW Place! ♡♡♡♡ - Orange County therapeutic massage - backpage.com



We feature the finest amenities
Viny Soaks
Body Scrub
Warm Stone Massage

Men's Health

THE BENEFITS OF MASSAGE

Fix It with Massage

Massages are more than just indulgences. They're proven health and mood treatments. Find out how they can benefit you

Neck Pain massages over 10 weeks. Sound good? People with **Ten neck** chronic neck pain reported a 55 percent improvement after this regimen, according to a 2009 study in the *Clinical Journal of Pain*. They even scored 39 percent better on the worst-sounding test ever, the Neck Disability Index. (It assesses the pain's impact.)

Athletic Performance

"Musculotendinous" massages target muscle-tendon junctions, and a 2010 study in the *Journal of Strength and Conditioning Research* found that even a 30-second round improved hip-flexor range of motion. Try it: Find where muscle meets tendon just behind and above your knee, and rub the spot in small circles with your thumb.

Stress

You don't need a full-body rubdown to feel good. In a 2010 study from Sweden, one 80-minute hand-and-foot massage significantly lowered people's heart rates, cortisol levels, and insulin levels—all of which help lower stress.

Depression

Take your pick: Swedish, shiatsu, and other massage types may ease depression, a 2010 meta-analysis in the *Journal of Clinical Psychiatry* found. How? Massages reduce stress hormone levels, heart rate, and blood pressure, and boost mood and relaxation by triggering the release of oxytocin and serotonin.

High Blood Pressure

A study in the *Journal of Alternative and Complementary Medicine* found that after people with normal blood pressure had deep-tissue massage for 45 to 60 minutes, their BPs fell—specifically, by an average of 10.4 millimeters of mercury (mm/Hg) systolic, and 5.3 mm/Hg diastolic.

Lower-Back Pain

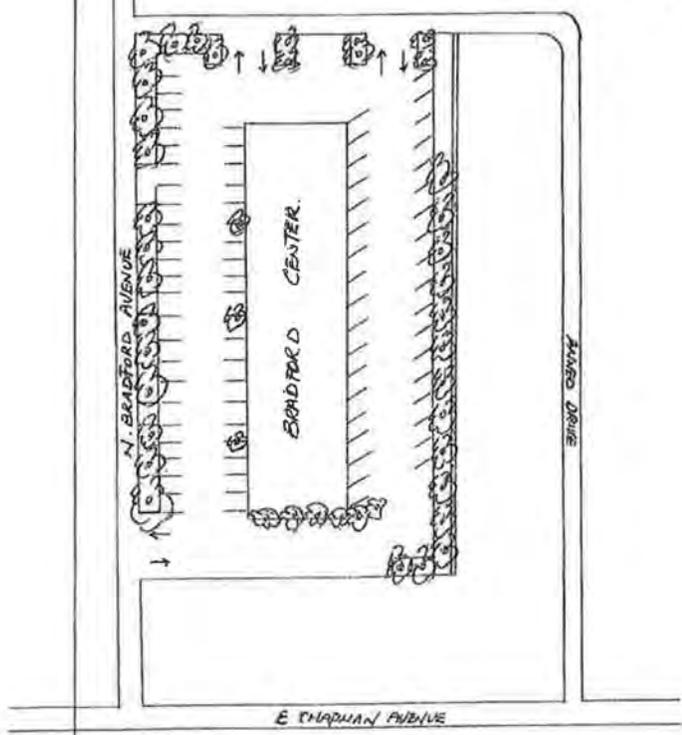
Back problems can be complex. One solution is simple: Common massage techniques can help you relax, and trigger an endorphin release that raises your threshold for pain. And that might help people with all sorts of lower-back pain, notes a 2009 meta-analysis in the journal *Spine*.

Constipation

Would you like an abdominal massage with that laxative? Yes, you would: A 2009 Swedish study found that people who received a massage along with traditional constipation treatment felt significantly better than those who stuck with just laxatives.

<http://www.menshealth.com/health/massage-benefits>

V.V Day Spa
 138 N. Bradford Ave., PLACENTIA AVE., PLACENTIA, CA., 92870



LOCATION: 110-140 N. BRADFORD AVENUE PLACENTIA CA
 LOT SIZE: 40000 sf.

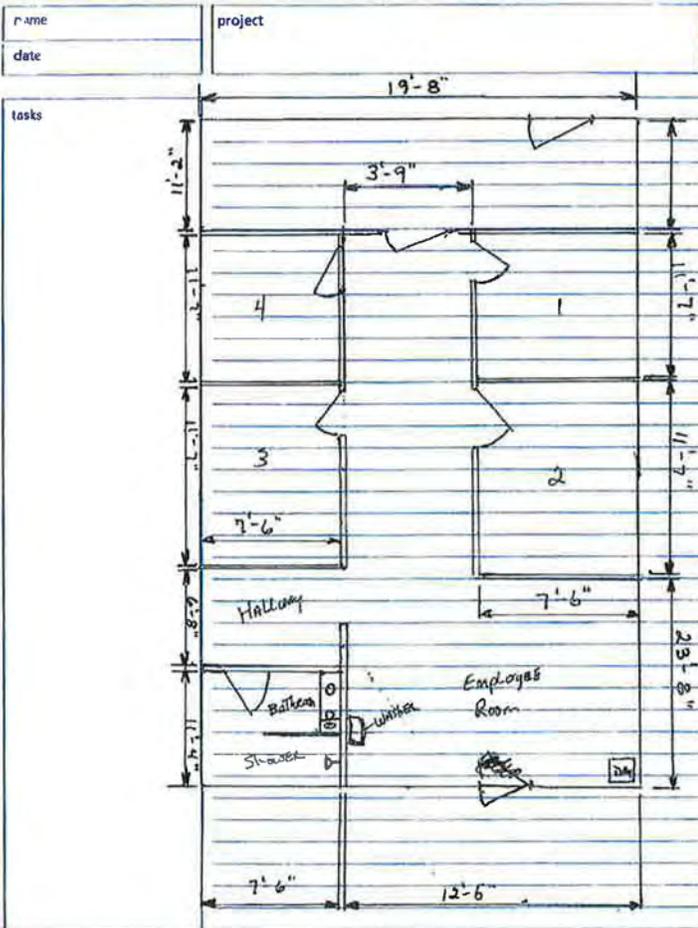


PROJECT DATE
 ASSUMED'S PARCEL NUMBER
 SITE ADDRESS
 TOTAL SITE AREA
 TOTAL PROJECT LOT RATIO
 TOTAL PROJECT LOT AREA
 TOTAL PARKING REQUIRED
 TOTAL PARKING AVAILABLE
 TOTAL GARAGE SPACES
 PROPOSED COMPANY
 GENERAL CONTRACTOR
 EXISTING PROJECT SITE USE
 PROPOSED PROJECT SITE USE

110-140 N. Bradford Ave.,
 Placentia, CA
 92870
 85 Spaces
 0 GARAGE
 MASSAGE SPA

ED PAULSON
 17505 GREENLEAF ST.
 BUCHANA, CA 91316
 V.V. LUN THAO NGUYEN
 13801 SHIMLEY ST. # 34
 GARDEN GROVES, CA, 92843

UP 2017-01
 138 N Bradford Avenue
 VV Day Spa



UP 2017-01
 138 N Bradford Avenue
 VV Day Spa

January 11, 2017
City of Placentia
Planning Department
401 East Chapman Avenue
Placentia, California, 92870

Subject: Statement of Use: VV Day Spa

Statement of Use:

Project Description: The proposed project consists of application for Conditional Use Permit for the continued operation of existing business VV Day Spa. VV Day Spa starts on February 1, 2017; in full compliance with the city of Placentia requirements. The subject massage establishment occupies approximately 1200 square foot, 4 private massage therapy rooms and reception area, storage, 1 handicap accessible restroom with shower. The establishment is located at 138 North Bradford Avenue, Placentia, CA. The center is a small commercial property and has 80 parking spaces.

The business hours is to remain open 7 (Seven) days a week. Monday to Saturday from 10 am to 9 pm., and Sunday from 11 am to 9 pm.. The massage operation does not require any machinery or equipment, and no vehicles are needed as the subject establishment does not provide on call services.

There are 4 (Four) massage therapists now available at the subject establishment, all the therapists, including the owner, are trained in the art of massage with the required hours to pass the requirements to be Certified by the California Massage Therapy Council. All the massage therapists are fully competent in Psychometric Principles and Standards as required by the State Assembly Bill 1147 and City of Placentia requirements. All massage therapists have no criminal record; and they have been approved by the City of Placentia Police Department. There are only 2 therapists on duty at one time each day.

VV Day Spa is a profitable business by providing professional and healthy massage therapy to relieve pain and stress in a caring and professional environment. All massage therapists are mindful of the overall experience using quality oils and lotions, clean linens and towels.

The VV Spa establishment is located within the Bradford Center, which is a commercial center of many different small businesses. Within the subject complex is considered a location for good service and business activities in the community. The VV Day Spa establishment is facing to the North Bradford Avenue side of the structure. The establishment is not close to a residential area or a school establishment.

UP 2017-01
138 N Bradford Avenue
VV Day Spa

VV Day Spa is a establishment which is conformed to the City of Placentia's adopted General Plan and Zoning Regulations. The subject establishment use continues to complement the surrounding developments and is not detrimental to the neighborhood. The subject establishment also creates employment opportunities, economic benefits for the community. Therefore, the establishment is deemed necessary for the continued development of the community.

Sincerely,



Vy Luu Nguyen

VV Day Spa

orange county, ca free classifieds

backpage.com > Orange County services > Orange County massage

Report Ad

(949) 899-7005 91 & 57 Freeways BEAUTIFUL New Cuties !

Posted: Friday, February 10, 2017 2:34 PM

(949) 899-7005

Delightful friendly staff
Body Treatment
Body Scrub & shower by
attendant

Enjoy the best that life has to offer
! Clean & luxurious environment,
Fullerton, Yorba Linda, Anaheim
Hills area

V V Day Spa
138 N Bradford Ave
Placentia, CA 92970
(949) 899-7005

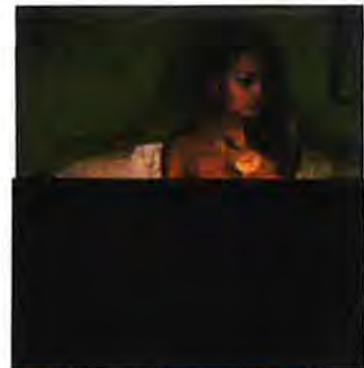
138 N Bradford Ave, 92970
[google map](#) | [yahoo map](#)

- Location: 138 N Bradford Ave PLACENTIA, Fullerton, Orange County
- Post ID: 95806977
orangecounty

email to friend



Enlarge Picture

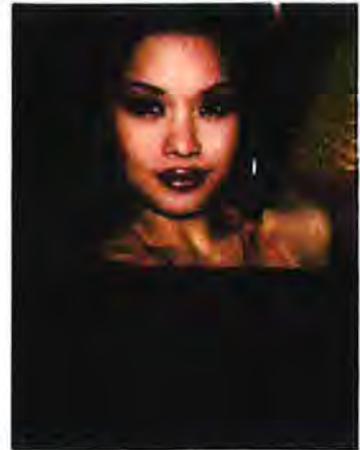


(949) 899-7005

Enlarge Picture

3/2/2017

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Chapter 8.44 MASSAGE ESTABLISHMENTS

8.44.010 Purpose and intent.

The purpose of this chapter is to protect the public's health and safety and the personal safety of massage therapists through the establishment of certain licensing standards pertaining to massage establishments within the city of Placentia, and to recognize massage therapy as a legitimate business occupation and health service enhancement. Nothing in this chapter is intended to permit any use, conduct and/or activity that violates any federal, state or local law or regulations. (Ord. O-2011-04 § 2, 2011)

8.44.020 Definitions.

Unless the particular provision or the context otherwise requires, the definitions and provisions contained in this chapter shall govern the construction, meaning, and application of words and phrases used in this chapter.

"Business license officer" means any employee of the city of Placentia who is authorized to issue or ensure compliance with applicable business license requirements. A business license officer includes, but is not limited to, a code enforcement/compliance officer and any other employee authorized by the city administrator.

"CAMTC" means the California Massage Therapy Council created by California Business and Profession Code Section 4600, et seq. The CAMTC is referred to as the Massage Therapy Organization in the Massage Therapy Law.

"CAMTC certificate" means a current and valid certificate issued by the CAMTC to a massage practitioner or therapist.

"Chief" means the chief of the Placentia police department.

"City" means the city of Placentia.

"City administrator" means the city administrator of the city of Placentia, or designated representative.

"City council" means the city council of the city of Placentia.

"County" means the county of Orange.

"Customer area" means any area open to customers of the establishment.

"Employee" means any person, other than a massage practitioner or manager, who performs services at the massage establishment and receives compensation from the operator of the massage establishment for such services, including an independent contractor, while on the premises of the massage establishment.

"Fire department" means the Orange County fire authority.

"Health department" means the Orange County health care agency.

"Manager" means the person(s) designated by the operator of the massage establishment to act as the representative and agent of the operator in managing day-to-day operations with the same liabilities and responsibilities. Evidence of management includes, but is not limited to, evidence that the individual has power to direct or hire and dismiss employees, control hours of operation, create policy or rules or purchase supplies. A manager may also be an operator.

"Massage" or "massage therapy" means any method of treating the external parts of the body for remedial, hygienic, relaxation or any other similar purpose, whether by means of pressure on, friction against or

stroking, kneading, tapping, pounding, vibrating, rubbing or other manner of touching external parts of the body with the hands, or with the aid of any mechanical or electrical apparatus or appliance with or without supplementary aids such as rubbing alcohol, liniment, antiseptic, oil, powder, cream, ointment or other similar preparations commonly used in this practice and shall include herbal body wraps. For the purposes of this chapter, "massage" or "massage therapy" includes the techniques of acupressure and reflexology.

"Massage business or establishment" means any business or establishment, including a sole proprietor or independent contractor, conducted within the city where any person engages in, conducts, carries on or permits to be engaged in, conducted or carried on, for money or any other consideration, the administration to another person of a massage, and also includes all businesses or establishments where massage therapy is provided as an ancillary service such as clubs, gyms, day spas and professional offices where such massage therapy is not otherwise exempt under this chapter.

"Massage practitioner" or "massage therapist" means any person who administers to another person a massage for any form of consideration.

"Massage Therapy Law" means Chapter 10.5 of Division 2 of the California Business and Professions Code (beginning at Section 4600).

"Operator" means: (1) a sole proprietor of; (2) a general partner of; or (3) all persons who have an ownership interest in, a massage business or establishment.

"Person" means any individual, corporation, partnership, association or other group or combination of individuals acting as an entity.

"Police department" means the Placentia police department.

"Registered school" means an institution that provides massage therapy education and training as such term is defined in Section 4600 of the Massage Therapy Law.

"Specified criminal offense" means:

(1) Within five (5) years of the date of the filing of the application, a person has pleaded guilty or nolo contendere to, or been convicted in a court of competent jurisdiction of a misdemeanor or felony crime involving sexual misconduct, including, but not limited to: (i) Chapter 1 of Title 9 of the California Penal Code (Sections 261 through 269) relating to sexual crimes; (ii) Chapter 8 of Title 9 of the California Penal Code (Sections 314 through 318.6) relating to indecent exposure, obscenity and disorderly establishments; or (iii) California Penal Code Section 647(a) or (b) relating to prostitution; or

(2) Any similar offenses under the criminal code or penal of this state or any other states or countries; or

(3) Having permitted, through an act of omission or commission, an employee or agent to engage in any type of moral turpitude or sexual misconduct offense listed in subsections (1) or (2) of this definition (the conduct of the employee or agent, if such resulted in a conviction or a plea of nolo contendere or guilty, shall be considered imputed to the principal). (Ord. O-2011-04 § 2, 2011)

8.44.030 CAMTC certificate.

(a) **Massage Businesses and Establishments.** No person may engage in, conduct or carry on, or permit to be engaged in, conducted or carried on in any location within the city, a massage business or establishment unless all persons providing massage therapy at or on behalf of the massage business or establishment have a valid and current CAMTC certificate.

(b) **Massage Therapy.** No person may engage in, conduct, carry on, or perform massage therapy within the city unless such person has a valid and current CAMTC certificate. (Ord. O-2011-04 § 2, 2011)

8.44.040 Exceptions.

The requirements of Section 8.44.030 do not apply to:

- (1) Any physician, surgeon, chiropractor, osteopath, naturopath, podiatrist, acupuncturist, physical therapist, registered nurse or vocational nurse duly licensed to practice their respective profession in the state.
- (2) Any treatment administered in good faith in the course of the practice of any healing art or profession by any person licensed to practice any such art or profession under the California Business and Professions Code or any other law of the state.
- (3) Barbers, cosmetologists, estheticians, and manicurists licensed to practice their respective profession under the laws of the state while performing activities within the scope of their license, provided that such massage is limited solely to the neck, face, scalp, feet, hands, arms, and lower limbs up to the knees, of their patrons.
- (4) State-licensed hospitals, nursing homes, and other state-licensed physical or mental health facilities and their employees.
- (5) Persons who provide massage therapy to athletes or athletic teams, facilities or events, so long as such persons do not practice massage therapy as their primary occupation within the city.
- (6) Registered schools and their employees that provide massage therapy education or training and their students in training, provided that such students perform massage therapy only under the direct personal supervision of an instructor. (Ord. O-2011-04 § 2, 2011)

8.44.050 Massage business license.

(a) Business License Required. In addition to the requirements set forth in Title 23 governing massage establishments, the owner of each massage business or establishment, and any massage practitioner or massage therapist that desires to work as an independent contractor must obtain a business license pursuant to this chapter prior to commencing operation or providing any massage therapy and must thereafter maintain a valid business license.

(b) Business License Application. The application for a business license shall be made in accordance with the provisions of this chapter. Each applicant for a massage business license must provide the following information where applicable as determined by the city, with the application:

- (1) The full true name under which the massage establishment shall be conducted.
- (2) The present or proposed address where the massage establishment is to be conducted.
- (3) The applicant's full, true name, any other names used within the past five (5) years, date of birth, California Driver's License Number or California Identification Number, present residence address and residence telephone number, and the sex, height, weight, color of hair, and color of eyes of the applicant.
- (4) Acceptable written proof that the applicant is at least eighteen (18) years of age.
- (5) If the applicant is a corporation, the name of the corporation shall be set forth exactly as shown in its articles of incorporation or charter together with the state and date of incorporation and the names and residence addresses and telephone numbers of each of its current officers and directors, and of each stockholder holding more than five (5) percent of the stock of that corporation.
- (6) If the applicant is a partnership, the application shall set forth the name, residence address and telephone numbers of each of the partners, including each of the limited partners. If the applicant is a limited partnership, it shall furnish a copy of its certificate of limited partnership. If one (1) or more of the partners is a corporation, the provisions of this section pertaining to corporate applicants shall apply.
- (7) A complete description of all services to be provided at the massage establishment.

(8) The names and addresses of each massage practitioner and massage therapist providing massage therapy at or on behalf of the business or establishment, including whether they are a full-time employee or an independent contractor, and proof that each such practitioner or therapist has a valid CAMTC certificate.

(9) The name of the person(s) designated by the applicant to act as manager of the massage establishment. The manager shall be required, at all times, to meet all of the applicable requirements of this chapter.

(10) A description of any other business to be operated on the same premises, or on adjoining premises, owned or controlled by the applicant.

(11) The name and address of the owner and lessor of the real property upon or in which the massage establishment is to be conducted. In the event the applicant is not the legal owner of the property, the application must be accompanied by a copy of the lease and a notarized acknowledgment from the owner of the property that a massage establishment will be located on his or her property.

(12) Business, occupation or employment history of the applicant for the three (3) years immediately preceding the date of the application.

(13) The business license and permit history of the applicant, including whether such person, in previously operating in this city or another city or state under license or permit, has had such license or permit revoked or suspended, and the reason for such action.

(14) Whether the applicant has been convicted of or permitted any specified criminal offense. If an applicant or owner of the massage establishment does not have a CAMTC certificate, then the applicant and owner of the massage establishment must provide proof of a Live Scan or other similar city-approved background check.

(15) A nonrefundable business license fee, and renewal fee in the case of a business license renewal, as set by resolution of the city council shall be paid to the city to defray the actual cost of processing the business license.

(c) Inspection of Premises. Upon receipt of a complete application, a business license officer shall cause the inspection of the proposed premises of any fixed location massage business or establishment for compliance with the requirements of this chapter and code.

(d) Issuance of License. Upon receipt of a written application for a business license for an establishment, a business license officer shall ascertain whether such business license should be issued as requested. Upon the completion of the review, the city must issue the business license if it finds:

- (1) The required fee has been paid;
- (2) The application conforms in all respects to the provisions of this chapter;
- (3) The applicant has not made a material misrepresentation or omission in the application;
- (4) The applicant is at least eighteen (18) years of age;
- (5) The massage establishment as proposed by the applicant would comply with all applicable laws, including, but not limited to, health, zoning, fire and safety requirements and standards.

(e) Denial of License. If a business license officer finds that any of the applicable requirements of this chapter or this code are not satisfied, including any conviction for or the permitting of a specified criminal offense, recent history of prior business license or permit suspension or revocation, or evidence that the applicant has provided materially false information, the application shall be denied. The decision of a business license officer to deny a business license application or renewal may be appealed pursuant to the procedures set forth in Section 8.44.080 of this chapter.

(f) License Renewal. A massage business license must be renewed in accordance with the provisions of this chapter, at which time the applicant must provide proof that all applicable requirements of this chapter and this code remain satisfied, and the applicable business license renewal fee.

(g) Transfer of License Prohibited. Upon the sale or transfer of any interest in a massage business or establishment, the business license shall become void. The person acquiring the interest in a massage business or establishment must submit a new business license application and receive approval of such license in accordance with the provisions of this chapter.

(h) Notification of Changes in Registered Massage Practitioners and Therapists. Each licensee must submit to the city the names and applicable CAMTC certificate of any new massage practitioners or massage therapists not previously included in the list required under subsection (b)(8) who are hired or retained to provide massage therapy at or on behalf of the business or establishment, including whether they will be a full-time employee or independent contractor, prior to such person commencing the provision of any massage therapy services. In addition, any discharge or termination of the services of a massage practitioner or massage therapist must be reported to the city within five (5) business days of such event.

(i) Revocation or Suspension of License. The following grounds constitute a basis for the revocation or suspension of a license:

- (1) The misrepresentation of a material fact by an applicant in obtaining a license;
- (2) The continuation of the operations of the licensee under such license will be detrimental to the public health, safety, peace, welfare or morals, or is found to constitute a public nuisance;
- (3) The violation of any law related to the operation of the applicable business, including any violations of this code or a specified criminal offense;

(4) The violation of any condition imposed on the license.

(j) Revocation/Suspension Procedures.

(1) Complaints against any licensee must be in writing and must set forth one (1) or more of the grounds enumerated above. Complaints must be filed with, or may be initiated by, a business license officer, who shall then conduct an investigation to determine whether the complaint is sufficient to show probable cause for the revocation or suspension of the license. A written report of any officer, employee or agent of the city disclosing violations of any law by the licensee or the licensee's agents or employees shall also be deemed a complaint within the meaning of this section. All complaints must be verified unless made by city officers, employees, or agents in their official capacity.

(2) Upon completion of the business license officer's investigation, the business license officer shall report the results to the city administrator, together with a recommendation as to whether grounds exist to revoke or suspend the license or whether the complaint should be disregarded.

(3) Based upon the report of such business license officer and such additional investigation as the city administrator may deem appropriate, the city administrator shall determine whether the complaint constitutes a sufficient basis to revoke or suspend the license, and if so, shall issue a written order of revocation or suspension to the licensee setting forth the grounds for revocation or suspension of the license. Such written order must be sent by certified mail to the licensee's last known address or be personally delivered. The order must also provide notice that the license revocation or suspension shall become final within ten (10) days of the date of mailing or personal delivery of the order unless it is timely appealed in the manner provided in Section 8.44.080 of this chapter. (Ord. O-2016-02 § 9, 2016; Ord. O-2011-04 § 2, 2011)

8.44.060 Message establishment operating requirements.

No person shall engage in, conduct, carry on, or permit to be engaged in, conducted, or carried on, any massage establishment, unless each and all of the following requirements are met.

(1) Massage operations shall be carried on or conducted, and the premises shall be open only between the hours of 8:00 a.m. and 10:00 p.m. of any day. A person designated as a manager shall be on the massage establishment premises at all times of operation and must be registered with the city administrator by the operator to receive all complaints and be responsible for all violations taking place on the premises. The appointment of a manager must be in writing with the manager in charge of the premises acknowledging this appointment. All managers must be registered with the city prior to being employed in this position, and all managers must possess a valid CAMTC certificate.

(2) A list of services available and the cost of such services shall be posted in bold minimum one (1) inch type, in English and such other languages as may be convenient to communicate such services, in an open public place within plain view of the entry of the premises, and shall be described in readily understandable terms. No operator or manager shall permit, and no massage therapist shall offer or perform, any service other than those posted pursuant to this section.

(3) The massage establishment business license and a copy of the CAMTC certificate of each and every massage therapist employed in the massage establishment shall be displayed in an open and conspicuous place within plain view of the entry of the massage establishment premises.

(4) Every massage establishment shall require all customers to sign a register book. The manager shall assure that the massage establishment shall keep an accurate register book showing the name and address of each customer in clear and legible writing, verified by the customer's drivers license or identification card, the name of the massage therapist administering the treatment, and the type of treatment administered. Such register books shall be maintained on a form approved by the city administrator. Such books shall be open to inspection by officials with responsibility for enforcement of this chapter during regular business hours upon demand, written or oral, and without use of subpoena or court process; and may not be used for any other purpose, including use of the file by operators, managers and employees of the establishment. Such register books shall be maintained on the premises of the massage establishment for a period of two (2) years.

(5) Massage establishments shall at all times be equipped with an adequate supply of clean towels, coverings and linens. Clean towels, coverings and linens shall be stored in cabinets. Towels and linens shall not be used on more than one (1) patron, unless they have first been laundered and disinfected. Disposable towels and coverings shall not be used on more than one (1) patron. Soiled linens and paper towels shall be deposited in separate, marked receptacles.

(6) Adequate bathing, dressing, locker and toilet facilities shall be provided for patrons. All shower, toilet and washing facilities shall be thoroughly cleaned and disinfected with a disinfectant approved by the health department as needed, and at least once each day the premises are open.

(7) If wet and dry heat rooms, steam and vapor rooms or cabinets, tanning booths, whirlpool baths and pools are offered, they shall be thoroughly cleaned and disinfected with a disinfectant approved by the health department as needed, and at least once each day the premises are open. Bathtubs shall be thoroughly cleaned after each use with a disinfectant approved by the health department. All walls, ceilings, floors, and other physical facilities for the establishment must be in good repair and maintained in a clean and sanitary condition.

(8) Instruments for performing massage shall not be used on more than one (1) patron unless they have been sterilized, using approved sterilizing methods. Each operator and/or on-duty manager shall provide and maintain on the premises adequate equipment for disinfecting and sterilizing instruments used in massage.

(9) All managers, employees, and massage therapists shall be clean, and wear clean, nontransparent outer garments that continuously cover the area from the bottom of the neck to the top of the kneecap. All

managers, employees, and massage therapists shall remain clothed while on the massage establishment premises, and shall not expose their genitals, pubic area, buttocks, or breasts. Massage therapists shall maintain a CAMTC certificate identification card clearly visible on their person during business hours.

(10) No person shall enter, be or remain in any part of a massage establishment while in possession of, consuming, or using any alcoholic beverage or drugs except pursuant to a prescription for such drugs. The operator and manager shall not permit the storage of alcoholic beverages or condoms upon such premises.

(11) All exterior doors (except a rear entrance for employees only) shall remain unlocked during business hours, unless there is no massage establishment staff available to assure the security of clients and massage therapists who are behind closed doors.

(12) No massage establishment or accessory use locations employing massage therapists shall be equipped with tinted or one-way glass in any room or office.

(13) Every operator or manager shall report to the city any change of employees, whether by new or renewed employment, discharge or termination, on the form and in the manner required by the city. The report shall contain the name of the employee and the date of hire or termination. The report shall be made within five (5) days of the date of hire or termination.

(14) The operator and/or on-duty manager shall consent to the unannounced inspection of the massage establishment by the city, police department, fire department and health department for the purpose of determining that the provisions of this chapter or other applicable laws or regulations are met. In that regard:

(A) The city, police department, fire department and health department may, from time to time, make an unannounced inspection of each massage establishment for the purpose of determining that the provisions of this chapter, state law or other applicable laws or regulations are met. Criminal investigations may be conducted as directed by the police department. The police department and/or city may inspect the occupied massage rooms for the purpose of determining that the provisions of this chapter are met. During an inspection, the police department and/or the city may verify the identity of all on-duty managers, therapists, and employees.

(B) An operator, manager, massage therapist, or employee is prohibited from refusing to permit an inspection of the massage establishment premises by a representative of the city or Orange County regulatory official at anytime it is occupied or open for business, as required by this section.

(15) Common use of towels or linens shall not be permitted. Towels and linens shall be laundered or changed promptly after each use. Separate enclosed cabinets shall be provided for the storage of clean and soiled linen and shall be plainly marked "clean linen" and "soiled linen" and shall have doors or covers.

(16) No person or persons shall be allowed to live inside the massage establishment at any time.

(17) No electrical, mechanical or artificial device shall be used by the operator, manager, therapist, or any employee of the massage establishment for audio and/or video recording or for monitoring the performance of a massage, or the conversation or other sounds in the massage rooms.

(18) The operator or on-duty manager of the massage establishment shall keep a complete and current list of the names, residence addresses, and telephone numbers of all massage therapists and employees of the massage establishment and the name, residence address and telephone number of the manager purported to be principally in charge of the operation of the massage establishment. This roster shall be written in English, kept on the premises and be available for inspection by any official charged with enforcement of this chapter.

(19) Each massage establishment shall provide to all customers clean, sanitary and opaque coverings capable of covering the patrons' specified anatomical areas including the genital and pubic areas, anus and female breast. No common use of such coverings shall be permitted and re-use is prohibited unless adequately cleaned.

(20) Massage establishments may not be open for operation before 8:00 a.m. or after 10:00 p.m. A massage begun any time before 10:00 p.m. must nevertheless terminate at 10:00 p.m. All customers and visitors shall be excluded from the massage establishment by that time. The hours of operation must be displayed in a conspicuous public place in the lobby within plain view of the entrance and clearly visible from the outside.

(21) No massage establishment shall place, publish or distribute or cause to be placed, published or distributed any advertising matter that depicts any portion of the human body that would reasonably suggest to prospective customers that any service is available other than those services described in this chapter. No massage establishment shall employ language in the text of such advertising that would reasonably suggest to prospective customers that any service is available other than those services authorized by this chapter.

(22) No person shall engage in, conduct or carry on the business of a massage establishment unless there is on file with the city clerk, in full force and effect at all times, documents issued by an insurance company authorized to do business in the state of California evidencing that the licensee is insured under a liability insurance policy providing minimum coverage of one hundred thousand dollars (\$100,000.00) for injury or death to one (1) person arising out of the operation of any massage establishment and the administration of a massage.

(23) All massage establishments must comply with all state and federal laws and regulations for persons with a disability, including all applicable anti-discrimination laws.

(24) No person(s) other than valid CAMTC certificate holders, employees, customers, vendors and service providers shall be allowed beyond the front lobby, located directly inside the front door entrance during hours of operation.

(25) Minimum lighting shall be provided in accordance with Article 220 of the National Electrical Code, and, in addition, at least one (1) artificial light of not less than forty (40) watts equivalent shall be illuminated in each room or enclosure where massage services are performed on customers.

(26) Massages shall be administered only on standard massage tables, and not on pads or beds. Pads used on massage tables shall be covered with a durable washable plastic or other waterproof material acceptable to the health department. (Ord. O-2011-04 § 2, 2011)

8.44.070 Change of location or name—Separate location.

(a) Any change of location of any massage establishment must first be approved by the city who must determine, prior to approval, that all ordinances and regulations of the city shall be complied with at any proposed new location.

(b) Where a person holding a business license issued under the provisions of this chapter changes the name of the massage establishment, such person must make an application to the city and pay a fee in an amount set by city council resolution to have said business license amended to reflect the change of name.

(c) No CAMTC certificate holder or massage establishment shall operate under any name or conduct any establishment under any designation not specified in the CAMTC certificate or business license issued pursuant to this chapter.

(d) Any application for an extension or expansion of a building or other place of business of a massage establishment shall require compliance with the city's zoning regulations.

(e) A separate business license shall be required for each location of a massage establishment.

(f) If, during the life of a massage establishment business license, the licensee has any change in information concerning the original application, notification of such change(s) must be made to the city, in writing, within thirty (30) days of the change(s). (Ord. O-2011-04 § 2, 2011)

8.44.080 Appeals.

(a) License Denial.

(1) An applicant may appeal the business license officer's denial of a license or license renewal by filing a written notice of appeal with the city clerk setting forth the grounds for disagreement with the decision within ten (10) days of the date of the decision. The appeal must be accompanied by the applicable appeal fee.

(2) The city clerk will then fix a time and place for the hearing of such appeal before the city administrator or designee, and must give notice to the appellant of the time and place of the hearing by certified mail or personal delivery to the appellant at the address provided in the appeal.

(3) At the hearing, the city administrator or designee shall have authority to determine all questions raised on such appeal, provided that no such determination may conflict with any substantive provision of this code or other applicable law. The decision of the city administrator or designee shall be final, and shall be effective upon the date that written notice of the decision is sent by certified mail or personally delivered to the appellant.

(b) License Revocation or Suspension.

(1) A licensee may appeal the city administrator's or designee's revocation or suspension order by filing a written notice of appeal with the city clerk setting forth the grounds for disagreement with the decision within ten (10) days of the date of the revocation or suspension order. The appeal must be accompanied by the applicable appeal fee established by city council resolution.

(2) If an appeal of a revocation or suspension order is timely filed, the matter shall be scheduled for a hearing within a reasonable time before a city-appointed administrative hearing officer. The filing of such appeal shall stay the revocation or suspension order until a final decision is made by the hearing officer. The licensee, and any other persons requesting notice must be given at least ten (10) days' written notice of the time and place of such hearing.

(3) At the hearing, the hearing officer shall determine whether a sufficient basis exists for the revocation or suspension of the license based upon the complaint, applicable staff reports, the revocation or suspension order, and such other evidence as may be presented that is relevant to the proceedings. The licensee shall be given a reasonable opportunity to be heard in conjunction with the revocation or suspension proceedings. The burden of proof shall be upon the city to show that the facts and evidence is sufficient to constitute a basis for revocation or suspension of the license. The proceedings before the hearing officer shall be an informal administrative hearing and the rules of evidence, as generally applied in judicial proceedings, shall not be applicable. However, city officials or representatives and the licensee shall have the right of subpoena.

(4) The hearing officer must issue a written decision on the appeal within ten (10) days of the conclusion of the hearing unless the city and the licensee agree to a different deadline. Notice of such decision must be provided to the licensee by certified mail or personal delivery.

(5) The decision of the hearing officer shall be effective upon the date of mailing or personal delivery of the decision, and shall be final. (Ord. O-2011-04 § 2, 2011)

8.44.090 Penalty.

It is unlawful for any person, firm, partnership or corporation to violate any provision or to fail to comply with any of the requirements of this chapter hereby adopted. Any person, firm, partnership or corporation violating any provision of this chapter or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding one thousand dollars (\$1,000.00), or by imprisonment not exceeding six (6) months, or by both such fine and imprisonment. Each and every person, firm, partnership, or corporation shall be deemed guilty of a separate offense for each and

every day or any portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted by such person, firm, partnership or corporation, and shall be deemed punishable therefor as provided in this chapter. Notwithstanding the foregoing, enforcement officials designated by the Placentia Municipal Code may issue an administrative citation pursuant to the provisions of Chapter 1.10 of the Placentia Municipal Code. (Ord. O-2011-04 § 2, 2011)

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